VOL. V.

TRANSCRIPT OF RE[illegible]

65381

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1908.

No. 396.

WILLIAM R. WILLCOX ET AL., CONSTITUTING THE PUBLIC SERVICE COMMISSION OF THE STATE OF NEW YORK FOR THE FIRST DISTRICT, APPELLANTS,

vs.

CONSOLIDATED GAS COMPANY OF NEW YORK.

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FILED MAY 16, 1908.

(21,176, 21,177, 21,178.)

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6957*a* Circuit Court of the United States, Southern District of New York.

CONSOLIDATED GAS COMPANY OF NEW YORK, Complainant,
vs.
JULIUS M. MAYER, as Attorney General of the State of New York, *et al.*, Defendants.

Before Arthur H. Masten, Esq., Special Master.

EXHIBITS

VOLUME I.

U. S. Circuit Court, Southern District N. Y., June 24, 1907.
John A. Shields, Clerk.

6957*b* EXHIBITS

VOLUME I.

6957*c* COMPLAINANT'S EXHIBIT 1.

CONSOLIDATION AGREEMENT

BETWEEN

VARIOUS COMPANIES

INTO

CONSOLIDATED GAS COMPANY OF NEW YORK,

Dated September 29, 1884.

Filed in office Secretary of State, Nov. 10, 1884.
" " " N. Y. County Clerk, " " "

This agreement, made this twenty-ninth day of September, one thousand eight hundred and eighty-four, between The New York Gas Light Company, The Manhattan Gas Light Company, The Metropolitan Gas Light Company of the City of New York, The New York Mutual Gas Light Company, The Municipal Gas Light Company of New York, The Knickerbocker Gas Light Company and The Harlem Gas Light Company, each of which is a corporation duly organized and now existing under general or special laws of this State for the purpose of carrying on the manufacturing busi-

ness of making and distributing gas, and herein styled the Consolidated Companies, or between two or more of said Companies the directors or trustees of which shall enter into this agreement and whose stockholders shall on or before November 10th, 1884,
6958 sanction and approve of this agreement by the votes of two-thirds of the stockholders present at a meeting to be called for that purpose, pursuant to the provisions of the Act entitled "An Act to authorize the consolidation of manufacturing corporations" passed May 28, 1884, witnesseth:

That said Companies so sanctioning and approving this agreement have agreed and do hereby agree to consolidate into one corporation under and in accordance with said Act of May 28, 1884, and the following are the terms and conditions of such consolidation and the mode of carrying the same into effect.

ARTICLE I. The said new corporation to be formed shall be called the *Consolidated Gas Company of New York.*

ARTICLE II. The number of the *Trustees* thereof shall be *thirteen.*

ARTICLE III. The names of the Trustees who shall manage the concerns of the new Company for the first year, and until others shall be elected in their places, are Charles Roome, Thomas K. Lees, Oscar Zollikoffer, John P. Kennedy, Charles G. Franklyn, Thomas Rutter, Harrison E. Gawtry, Percy R. Pyne, Samuel Sloan, James W. Smith, Henry Day, Arthur Leary and John P. Huggins.

ARTICLE IV. The term of the existence of the said corporation shall be *Fifty years.*

ARTICLE V. The operations of the said corporation shall be carried on in the City, County and State of New York.

ARTICLE VI. The amount of capital of the said new Com-
6959 pany shall be *Forty-five millions of dollars,* which is the fair aggregate value of the property, franchises and rights of the several Companies above named, which are more particularly mentioned in Article VII of this agreement, or if either or any of such Corporations shall fail to sanction and approve this agreement, as provided in said Chapter 367 of the Laws of 1884, before November 10, 1884, then the Capital of such new Corporation shall be as much less than forty-five millions as the amount thereof apportioned by Section VIII to either and all of such above named Companies so failing to sanction and approve this agreement. The capital shall be divided into *four hundred and fifty thousand shares of one hundred dollars each,* or if any Company or Companies fail to sanction and approve this agreement as aforesaid, then into as many shares as the reduced amount of capital will make when divided into shares of one hundred dollars each.

ARTICLE VII. Upon the consolidation of such corporations and the organization of the new Company, all and singular the rights, privileges and interests of each of the Companies whose stockhold-

ers shall have sanctioned and approved of this agreement as hereinbefore expressed and as provided in Chapter 367 of the laws of 1884, including all the real estate belonging to such Company situate in the City of New York and elsewhere with all appurtenances belonging thereto, all lands and rights to lands under water, all leasehold property, all mains, service pipes and meters, all patents and licenses or rights to use patents, all machinery, plant, tools, horses, wagons, carts and all other property used by said Companies in the manufacture of gas, all office furniture and stationery, maps, drawings of property and apparatus owned by each of said Companies at
6960 the present time, together with their and each of their corporate rights, franchises, licenses to lay mains and pipes, and privileges of every kind whatever, reserving and excepting from the property of each such corporation only cash on hand, debts due to the Company and coal and other supplies not included in the schedules furnished for previous valuation, shall be vested in and be the property of the new corporation.

ARTICLE VIII. The said Capital of forty-five millions of dollars shall be and is hereby apportioned among the said Consolidating Companies in full consideration of the property, franchises and rights of each of said Companies transferred to and vested in the new corporation by this agreement and described in Article VII thereof, as follows:

The New York Gas Light Company.....	$7,821,000
The Manhattan Gas Light Company.....	$12,352,000
The Metropolitan Gas Light Company.....	$7,422,000
The New York Mutual Gas Light Company.....	$5,922,000
The Municipal Gas Light Company.....	$5,276,000
The Knickerbocker Gas Light Company.....	$3,104,000
The Harlem Gas Light Company.....	$3,103,000

Of this sum the new corporation shall retain to its own use and dispose of the sum of one million five hundred thousand dollars, to wit, of fifteen thousand shares thereof for the purchase of supplies and as a working capital, in such manner as may be hereinafter provided.

The remainder of the capital of said new Company shall be and is hereby alloted to and shall be distributed among the stockholders of such consolidated corporations as follows, viz.:

6961 To the Stockholders of the New York Gas Light Company.....	75,600 shares
To those of the Manhattan Gas Light Company....	119,400 shares
To those of the Metropolitan Gas Light Company...	71,750 shares
To those of the Mutual Gas Light Company.....	57,250 shares
To those of the Municipal Gas Light Company....	51,000 shares
To those of the Knickerbocker Gas Light Company..	30,000 shares
To those of the Harlem Gas Light Company.....	30,000 shares

If there shall be any outstanding lien or incumbrance by way of mortgages, or otherwise, upon any of the lands of either of said

consolidating companies or any outstanding certificates of credit or other indebtedness or obligation of either corporation at the time of the consolidation, as herein provided, then the said new corporation shall assume the payment of such liens, bonds or indebtedness. Such Consolidating Company may at the time consolidation takes effect, pay to the said new Company the amount of such liens, bonds, obligations or indebtedness in cash, and in default of so doing said new Company shall retain in lieu of and as a satisfaction of said liens and indebtedness from the capital stock allotted to stockholders of such Company by Article VIII an amount of stock equal to the amount due on such liens and indebtedness for principal and interest to date of consolidation, and the sum to be distributed to stockholders shall be reduced accordingly. Such stock so retained may be sold by the new corporation to provide means to pay such indebtedness.

The said amount of capital stock of the new Company to be
6962 received by the stockholders of each of the said Consolidating Companies according to the provision of this Article shall be divided among the said stockholders *pro rata* in proportion to the holdings of each stockholder in the stock of said Company at the time of the closing of the books of such Company previous to consolidation, and such division and distribution shall be made by the new corporation immediately after consolidation is perfected; provided that each stockholder upon and before receiving his or her proportion of stock aforesaid shall assign and deliver to said new corporation, to be cancelled, his or her certificate or certificates of stock in said Company so consolidated; it being understood that the delivery of such certificate and cancelling of same shall not be construed as preventing the consolidating companies or either of them from closing up its affairs and distributing its assets not assigned to said new corporation under any of the provisions of this agreement.

Should any such stockholders on such division of stock be entitled to a fraction of a share, a certificate of the ownership of such fractional share shall be issued to him. Said certificate shall provide that when certificates of fractional shares equal to one or more shares shall be presented to said new corporation a full share or shares of stock equal in amount to such fractional shares shall be issued in place thereof, but such fractional shares shall not be entitled to any dividend until they are exchanged for full shares as aforesaid.

Each consolidating company shall at the time consolidation takes effect, furnish the new corporation with a list of its shareholders and the number of shares of stock of its company to which each is entitled.

6963 ARTICLE IX. Each consolidating Company sanctioning this agreement shall as soon as this agreement has been sanctioned and approved by two or more companies convey to said new corporation, by deed duly executed and acknowledged so as to entitle the same to be recorded, all its property enumerated and described in Article Seven of this agreement and shall furnish a

map or maps with a description of all real estate and a particular schedule of all the other property and rights of property described in Article VII.

ARTICLE X. Each consolidating company shall furnish to the new corporation, attested by the signatures of the President of such Company, a full and complete statement of all liens or incumbrances upon the real estate of said Company and a particular list of all outstanding indebtedness and obligations of said Company, with a statement of any unsettled claims or pending law suits against the company.

ARTICLE XI. Should the Board of Directors or Trustees of either of said Companies named as parties to this agreement not enter into the same, or should two-thirds in amount of the stockholders of either of said Companies at a meeting thereof to be called as provided in Chapter 367 of the Laws of 1884, fail before November 10, 1884, to sanction and approve of this agreement, and should the Board of Directors of two or more of such Companies enter into this agreement under their respective corporate seals, and should two-thirds in amount of the stockholders of two or more such companies before November 10, 1884, sanction and approve of this agreement, then the said last named companies whose Directors have entered into this agreement and whose stockholders
6964 have so sanctioned and approved the same, shall and do agree to consolidate on the terms and in the manner in every respect as hereinbefore mentioned, except that the capital stock of said corporation shall be the aggregate amount of stock apportioned by Article VIII of this agreement to the Companies whose stockholders shall have sanctioned and approved this agreement as above stated, and such non-assenting company or companies shall not be a party or parties to this agreement, but this agreement as thus made shall be valid and binding upon such companies as shall by their Directors or Trustees and stockholders legally assent to the same.

ARTICLE XII. The Trustees of the new corporation shall meet at No. 4 Irving Place, on the 10th of November, 1884, at one o'clock P. M. of that day, for the purpose of choosing officers of said new corporation and organizing the business of the same.

A majority of said Trustees shall constitute a quorum for the transaction of business. In case of failure of the Trustees to meet on the said 10th day of November, a meeting of the same may be called by any three of said Trustees at the same place by a notice in writing addressed to each of said Trustees and left at his usual place of business or given to him personally.

Said Board of Trustees shall adopt by-laws which shall be in accordance with the laws of this State for the government of the business and affairs of said corporation and of the Board of Trustees, and such by-laws shall, among other things, fix the time for the annual meeting of the stockholders for election of Trustees

and the number and duties of the officers of the corporation and the method of changing or adding to said by-laws.

ARTICLE XIII. All obligations and contracts of each of
6965 the Consolidating Companies shall be assumed by the new corporation.

ARTICLE XIV. Each of said Consolidating Companies shall appoint one of their Directors, Trustees or officers as a member of a committee to be called the Adjusting Committee. This Committee shall choose a Chairman and Secretary, and shall have power to adjust and settle all questions of difference between all or any parties, and any disputes or claims which may arise out of or in perfecting said consolidation and which are not specifically provided for in this agreement. Should any of said Companies herein named fail before November 10, 1884, to sanction and approve this agreement, as provided in said Act, the person designated by such Company as a member of the Adjusting Committee shall cease to be a member of such Committee.

The decision of a majority of such Committee shall be binding on all the Consolidating Companies and all stockholders therein, as well as upon the new Corporation.

ARTICLE XV. Either Consolidating Company may transfer to the new corporation its money on hand, debts due to it, coal and other supplies and material on hand at time of consolidation and not included in the Schedules furnished for previous valuations, or any portion of the same, and the same shall be paid for in stock, or partly in stock and partly in cash, as may be desired by such Company. *Provided, however,* that no stock shall be issued for such payment beyond the million and a half of capital reserved and mentioned in Article IX of this agreement. Notice of the desire to make such transfer shall be given to the Chairman of the Adjusting Committee before November 10, 1884.

The value of the property so transferred shall be deter-
6966 mined by the Adjusting Committee. The money to be paid and the stock to be issued in payment therefor shall be distributed proportionately to the stockholders of such Consolidating Company at the same time and in the same proportion as such stockholders shall receive stock named in Article VIII of this Agreement. If any shares of stock remain after paying for such transferred property, they may be disposed of by the new corporation for the purposes aforesaid.

This agre-ment will be executed in different copies each of which shall be considered an original, the execution of one copy by one of the said Companies shall be considered a due execution of the same, although the execution by other companies shall be on another copy.

In testimony whereof, each of the said parties hereto have caused these presents to be signed by their respective Presidents or Vice

Presidents and Secretaries and the seal of their respective corporations to be hereunto affixed.

THE NEW YORK GAS LIGHT COMPANY,
[L. S.] By THOMAS K. LEES, *President.*

Attest:
WM. J. CLARK, *Secretary.*

THE MANHATTAN GAS LIGHT COMPANY,
[L. S.] By CHARLES ROOME, *President.*

Attest:
JAS. W. SMITH, *Secretary.*

6967 THE METROPOLITAN GAS LIGHT COMPANY OF THE CITY OF NEW YORK,
[L. S.] By O. ZOLLIKOFFER, *President.*

Attest:
O. F. ZOLLIKOFFER, *Secretary.*

MUNICIPAL GAS LIGHT COMPANY OF NEW YORK,
[L. S.] By CHARLES G. FRANKLYN, *President.*

Attest:
PHILIP ALLEN, *Secretary.*

THE KNICKERBOCKER GAS LIGHT COMPANY,
[L. S.] By HARRISON E. GAWTRY, *President.*

Attest:
SAM'L J. YOUNG, *Secretary.*

THE HARLEM GAS LIGHT COMPANY,
[L. S.] By THOMAS RUTTER, *President.*

Attest:
WM. H. OSBORN, *Secretary.*

STATE OF NEW YORK, *Office of the Secretary of State, ss:*

I have compared the preceding with the original Consolidation Agreement forming the Consolidated Gas Company of New
6968 York, filed and recorded in this office on the tenth day of November, 1884, and do hereby certify the same to be a correct transcript therefrom and of the whole thereof.

Witness my hand and seal of office of the Secretary of State, at the City of Albany, this thirty-first day of October, one thousand nine hundred and one.

[SEAL.]

J. A. M. MONGIN,
Deputy Secretary of State.

No. 315.

STATE OF NEW YORK, *County of New York, ss:*

I, William Sohmer, Clerk of the said County and Clerk of the Supreme Court of said State for said County, do certify, that I have compared the preceding with the original certificate of Consolidated Gas Company of New York, on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

Indorsed and filed and recorded November 10th, 1884, 12h. 30m.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 30th day of October, 1901.

[SEAL.] WM. SOHMER, *Clerk.*

6969 COMPLAINANT'S EXHIBIT 2.

CHAP. LXXXV.

AN ACT *to incorporate the Gas Light Company of the City of New York.*

Passed March 26, 1823.

WHEREAS Samuel Leggett, Moses Cunningham, George Youle, Thomas Morris, and William S. Coe, and others, associated to form a Gas Light establishment in the City of New York, for the purpose of better lighting the said city, and the buildings, manufactories, and houses therein, have prayed to be incorporated, the better to enable them to carry on the business of their association: Therefore,

I. *BE it enacted by the People of the State of New York, represented in Senate and Assembly,* That the said Samuel Leggett, George Youle, and Moses Cunningham, and their present and future associates, shall be, and hereby are created, constituted, and declared to be a body politic and corporate in fact, by the name of "The New York Gas Light Company"; and by that name they and their successors may have perpetual succession, and shall, in law, be capable of suing and being sued in all courts and places whatsoever; and may have a common seal, with power to alter the same; and by the name and style aforesaid, the said corporation shall have full power and authority to manufacture, make, and sell gas, to be made of coal, oil, tar, peat, pitch or turpentine, or other materials; and to be used for the purpose of lighting the said city, or the streets thereof, and any buildings, manufactories, or houses therein contained and situate; and to enter into, make and execute any
6970 contracts, agreements or covenants, in relation to the objects of this incorporation, and of enforcing the same, and be capable of purchasing, taking and holding any estate or property, real or personal, as shall be necessary to give effect to the purposes of this incorporation, or for the accommodation of their business and concerns: *Provided,* the value of such real estate shall not exceed one hundred thousand dollars: *And provided also,* That no

public street, lane, or highway in the city of New York, shall be dug into, or in any wise injured or defaced without the permission of the corporation of the said city first had and obtained.

II. *And be it further enacted,* That the capital stock of the said corporation, shall not exceed one million of dollars, and that a share in the same shall be fifty dollars, and the subscriptions to the same, or to such part thereof, as from time to time may, by the directors for the time being, be deemed proper and necessary, be opened by the appointment, or under the direction of the directors hereinafter named, or a majority of them, subject to such rules, limitations and conditions, as by them shall be prescribed.

III. *And be it further enacted,* That the stock, property, and affairs and concerns of the said corporation, shall be ordered, managed, and conducted, under the direction of thirteen directors, being stockholders and citizens of this state; that the said directors shall hold their offices from the third Monday of January, inclusive, in every year, for one year, and shall be elected on the second Monday of January in each year, at such time and place within the City of New York, as a majority of the directors for the time being shall appoint; and that notice of the time and place of holding such election, shall be published in at least two of the public news-
6971 papers printed in the city of New York, at least fourteen days previous to the time of holding the said election; and that all election for directors shall be by ballot, and made by such of the stockholders as shall attend for that purpose, either in person or by proxy; and that each stockholder shall be entitled to one vote, for each share which he, she, or they, shall have held in his, her, or their own name or names, at least fourteen days before the time for voting, and that the persons having the greatest number of votes shall be directors; and if it shall happen, that two or more persons have an equal number of votes, the directors in office, at the time of such election, shall, by a plurality of votes given by ballot, determine which of the persons so having an equal number of votes, shall be director or directors, so as to complete the whole number; and the directors so chosen shall, as soon as may be thereafter, proceed in like manner to elect one of their number by ballot, for their president; and if any director shall remove out of this state, or cease to be a stockholder, or shall resign, his office shall be vacant; and whenever any vacancy shall in any manner happen, the same shall be filled by the remaining directors, by plurality of votes, until the next annual election; and that Samuel Leggett, Moses Cunningham, Josiah Ogden Hoffman, George Youle, Richard S. Williams, William Seaman, Thomas Morris, Henry Eckford, Robert Bogardus, George Buckmaster, William S. Coe, Samuel Ackerly, and Thomas H. Smith, shall be the present directors, and shall hold their offices respectively, until the third Monday of January inclusive, which will be in the year of our Lord, one thousand eight hundred and twenty-five, and until others are chosen in their place, and proceed to choose their president at such time and place, as they, or a majority of them shall determine.

6972 IV. *And be it further enacted,* That in case it shall at any time happen, that an election of directors shall not be made

on the day appointed by this act for that purpose, the said corporation shall not for that cause, or for any non-user, be deemed to be dissolved, but it shall and may be lawful to hold any election for directors, on any other day, in such manner as shall be provided for by the by-laws and ordinances of the said corporation.

V. *And be it further enacted*, That the directors for the time being shall form a board; and they, or a majority of them, shall be a quorum for transacting the business of the said corporation, and shall have power to make such by-laws, rules and regulations, not repugnant to the constitution or laws of the United States, or of this State, as to them shall seem needful and proper, touching the government of the said corporation, the management and disposition of the stock, property, estate and effects thereof; the duties of the officers, clerks, and servants employed therein; the election of directors, and all such other matters as may appertain to the concerns of the said corporation; and shall also have power to appoint so many officers, clerks, and servants, for carrying on the business thereof, with such salaries and allowances as to them shall seem meet.

VI. *And be it further enacted*, That the stock of the said corporation shall be assignable and transferable, according to such rules and subject to such regulations, as the board of directors shall from time to time make and establish, and shall be considered personal property.

VII. *And be it further enacted*, That it shall and may be lawful for the directors, or a majority of them, to require payment
6973 of the sums to be subscribed, at such time and in such proportions, as they, or a majority of them, shall deem fit, under the penalty of the forfeitures of all previous payments thereon; and that previous notice of the instalments required, after the first, and of the time when the same are to be paid, shall be published at least fourteen days, in two of the public newspapers printed in the city of New York.

VIII. *And be it further enacted*, That if any person or persons shall wilfully do, or cause to be done, any act or acts whatever, whereby the works of the said corporation or any pipe, conduit, plug, cock, reservoir, or any engine, machine or structure, or any matter or thing appertaining to the same, shall be stopped, obstructed, impaired, weakened, injured or destroyed, the person or persons so offending, shall forfeit and pay to the said corporation double the amount of the damages sustained by means of such offence or injury, to be recovered in the name of said corporation, with cost of suit, by action of debt, to be brought in any court of record in this state.

IX. *And be it further enacted*, That nothing in this act contained, shall be construed to authorize any banking or insurance privileges, or the issuing of any notes, bills, or other negotiable paper, all of which are hereby prohibited to the said corporation.

X. *And be it further enacted*, That this act shall be deemed a public act, and shall be benignly and favorably construed, for the purposes therein expressed and declared, in all courts and places whatsoever.

XI. *And be it further enacted*, That the legislature may, at any future time or times hereafter, alter, modify or repeal this act.

6974 COMPLAINANT'S EXHIBIT 3.

CHAP. 313.

AN ACT *to amend an act entitled "An act to incorporate the Gas Light Company of the City of New York," passed* March 26th, 1823.

Passed May 2, 1837.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. It shall be lawful for the New York Gas Light Company of the city of New York, to purchase, take and hold any estate or property, real or personal, as shall be necessary to give effect to the purposes contemplated by the said act of incorporation, or for the accommodation of their business and concerns, provided, the value of such real estate shall not exceed two hundred and fifty thousand dollars.

§ 2. So much of section first of the act hereby amended as is inconsistent with this act, is hereby repealed.

COMPLAINANT'S EXHIBIT 4.

CHAP 424.

AN ACT *to amend an act entitled "An act to incorporate the Gas Light Company of the city of New York," passed March twenty-six, eighteen hundred and twenty-three.*

Passed April 13, 1855.

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. It shall be lawful for the New York Gas Light Com-
6975 pany of the city of New York, to purchase, to take and hold such and so much real estate or property as shall be necessary for their manufacturing and business purposes, and no more, provided the value of such real estate or property shall not exceed the sum of five hundred thousand dollars.

§ 2. So much of the first section of the act hereby amended and of the act amending the same passed May second, eighteen hundred and thirty-seven, as is inconsistent with this act is hereby repealed.

§ 3. This act shall take effect immediately.

COMPLAINANT'S EXHIBIT 5.

CHAPTER 59.

AN ACT *to Incorporate the Manhattan Gas Light Company.*

Passed February 26, 1830.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. That Robert McDermut, Mordecai Myers, Moses Judah, and their present and future associates, shall be and are hereby created, constituted, and declared, to be a body politic and corporate, by the name of "The Manhattan Gas Light Company," with full power and authority to manufacture, make and sell gas, to be made of coal, oil, tar, peat, pitch, and turpentine, or other materials, and to be used for the purpose of lighting the city of New York, or the streets thereof, and any buildings, manufactories or houses, therein contained and situate, and to lay pipes for the purposes of conducting the gas in any of the streets or avenues of the said city; *And also,* that the said company will so conduct their manufactory or manufactories of gas, as not to create a nuisance; and that no
6976 public street, lane, or highway, in the city of New York, shall be dug into, or in any way injured or defaced, without the permission of the corporation of said city first had and obtained. But the rights and privileges hereby granted, shall not be construed to impair or affect any exclusive rights or privileges heretofore granted to any incorporated company in said city; and the real estate which this corporation is authorized to hold, shall not exceed in value one hundred thousand dollars.

§ 2. That the capital stock of this corporation shall not exceed five hundred thousand dollars; and that a share in the same shall be fifty dollars; and books of subscriptions to the said capital stock, or to such portion thereof as from time to time may, by the directors for the time being, be deemed proper and necessary, shall be opened by the appointment or under the direction of the directors hereinafter named, subject to such rules, limitations and conditions, as by them shall be prescribed; and the stock of the said corporation shall be deemed and considered personal property.

§ 3. The stock, property and affairs of the said corporation shall be managed and conducted by or under the direction of fifteen directors, being stockholders and citizens of this state; that the said directors shall hold their office for one year from the third Monday of January in each year, and shall be elected on the second Monday of January in each year, at such time and place within the city of New York as a majority of the directors for the time being shall appoint; and that notice of such election shall be published in at least two of the public newspapers printed in the city of New York, at least fourteen days previous to the time of holding such election;

and every such election shall be by ballot, and by such of the
6977 stockholders who shall attend for that purpose, either in person or by proxy; and each stockholder shall be entitled to one vote for each share of the stock which he or she may have held in his or her own name, for at least fourteen days before the time of voting; and the persons having the greatest number of votes shall be the directors; and if it shall happen that two or more persons have an equal number of votes, the directors in office at the time of such election shall, by a plurality of votes given by ballot, determine which of the persons so having an equal number of votes shall be director or directors, so as to complete the whole number to be chosen; and the directors so chosen shall, as soon as may be thereafter, proceed by ballot to elect one of their number for their president; and if any director shall remove out of this state, or cease to be a stockholder, or shall resign, his office shall be vacant; and whenever any vacancy shall happen, the same shall be filled up by the remaining directors, by plurality of votes, until the next annual election.

§ 4. That Robert McDermut, Moses Judah, Noah Jarvis, Thomas Bloodgood, Charles A. Davis, William T. McCoun, Mordecai Myers, William L. Morris, Samuel L. Gouverneur, David C. Colden, Charles Henry Hall, Seth Geer, James Wallace and Charles Graham shall be the first directors of the said company, who shall hold their offices until the third Monday in January in the year one thousand eight hundred and thirty-two, and until others are chosen in their places; and they shall proceed to choose their president at such time and place as they or a majority of them shall determine.

§ 5. In case it shall at any time happen that an election for directors shall not take place on the day appointed by this
6978 act for that purpose, the said corporation shall not, for that cause, or for any non-user, be deemed to be dissolved, but it shall and may be lawful to hold an election for directors on any other day, in such manner as shall be provided for by the by-laws of the said corporation.

§ 6. It shall and may be lawful for the directors, or a majority of them, to require payment of the subscription to the capital stock of the said corporation, at such times and in such proportions as they or a majority of them shall deem fit, under the penalty of forfeiting all previous payment or payments thereon; and that previous notice of the instalments required to be paid, after the first, and of the time when the same are to be paid, shall be published at least fourteen days, in two of the public newspapers printed in the city of New York.

§ 7. If any person or persons shall wilfully do, or cause to be done, any act or acts whatever, whereby the works of the said corporation, or any pipe, conduit, plug, cock, reservoir, or any engine, machine or structure, or any matter or thing appertaining to the same, shall be stopped, obstructed, impaired, weakened, injured or destroyed, the person or persons so offending shall forfeit and pay to the said corporation double the amount of the damage sustained by means of such offense or injury, to be recovered in the name of

the said corporation, with costs of suit, in an action of debt, to be brought in any court having cognizance thereof.

§ 8. In addition to the powers herein before enumerated, the corporation hereby created shall have and possess all the powers and privileges, and be subject to all the liabilities, contained in title three of chapter eighteen of the first part of the Revised
6979 Statutes; and all the provisions thereof shall apply to this corporation.

§ 9. This act shall be deemed a public act, and shall be benignly and favorably construed, for the purposes herein expressed and declared, in all courts and places whatsoever.

§ 10. This act shall not take effect unless the American Gas Light Company shall, within sixty days from the passage thereof, surrender all their chartered privileges, under the act entitled, "An act to incorporate the American Gas Light Company," passed March 17, 1827.

COMPLAINANT'S EXHIBIT 6.

CHAP. 163.

AN ACT *to provide for increasing the capital stock of the Manhattan Gas Light Company, of the city of New York.*

Passed April 29, 1847.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. The capital stock of the Manhattan Gas Light Company, of the city of New York, incorporated by an act entitled, "An act to incorporate the Manhattan Gas Light Company," passed February 26, 1830, is hereby increased to one million of dollars, to consist of shares of fifty dollars each; and books shall be opened for subscriptions from time to time, in such manner, and under such rules, limitations and conditions as shall be prescribed by the by-laws of said company.

6980 § 2. Such company shall be authorized to hold such real and personal estate as shall be necessary for their manufacturing and business purposes, and no more.

§ 3. The whole amount of debts and liabilities of such company shall not, at any one time, exceed fifty per cent. of the amount of capital actually paid in, and if such amount shall at any time exceed said fifty per cent., the stockholders of such company, who were such at the time such excess shall be incurred, shall be individually, jointly and severally liable for such excess, and any one or more such stockholders, who may be so liable, may be made parties in the same suit, for the collection thereof; provided, such stockholders shall not be individually liable beyond the amount of said excess.

§ 4. Said company shall, at all times, keep a book at their office or usual place of business, in the city of New York, which shall be

open to the free inspection of all persons who may desire to inspect the same, at all usual business hours and days of the city of New York, which shall contain an accurate alphabetical list of all stockholders and amounts of stock respectively held by them and showing the time they became such, the amount of capital actually paid in, and the whole amount of debts and liabilities of the company, and such book shall be presumptive evidence, in all places, of what it purports to contain and set forth, in any suit or proceeding against said company, or the stockholders thereof.

§ 5. This act shall take effect immediately.

6981 COMPLAINANT'S EXHIBIT 7.

CHAP. 89.

AN ACT *to increase the Capital Stock of the "Manhattan Gas Light Company" of the city of New York.*

Passed March 25, 1852.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. The capital stock of the Manhattan Gas Light Company, of the city of New York, incorporated by an act entitled, "An act to incorporate the Manhattan Gas Light Company," passed February 26, 1830, may be increased one million dollars at such time as the board of directors may prescribe.

§ 2. This act shall take effect immediately.

COMPLAINANT'S EXHIBIT 8.

CHAP. 543.

AN ACT *to increase the capital stock of the Manhattan Gas Light Company of the city of New York.*

Passed April 17, 1855.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. The capital stock of the Manhattan Gas Light Company, of the city of New York, incorporated by an act entitled, "An act to incorporate the Manhattan Gas Light Company," passed February
26, 1830, may be increased two million dollars at such times
6982 and in such manner as the board of directors may prescribe, by resolution of such board. In case such board shall not adopt such resolution within six months from the passage of this act, the said capital stock shall not be so increased.

§ 2. Said company shall supply to every inhabitant of the said city of New York who shall request it, and who shall pay for the same, such inflammable gas made by them as he or she may require, provided said gas is required where the mains or pipes of said company are now or may be hereafter laid, at a price not exceeding three dollars per thousand cubic feet, for the period of one year after the adoption of the resolution named in the foregoing section, and after the expiration of that period, at a price not exceeding two dollars and fifty cents per thousand cubic feet.

§ 3. This act shall take effect immediately.

COMPLAINANT'S EXHIBIT 9.

Pursuant to the provisions of an Act, entitled, "An Act to amend Chapter 37 of the Laws of 1848, entitled 'an act to authorize the formation of Gas Light Companies'" passed April 20, 1867. We, the undersigned, holders of two thirds of the Capital Stock of The Manhattan Gas Light Company, a Gas Company incorporated by Special Act for the purpose of Manufacturing and supplying Gas in the City of New York, do hereby certify

That we desire to form a Company for the purpose of manufacturing and supplying Gas for lighting the streets and public and private buildings of the City of New York.

6983 That the Corporate name of the said Company is The Manhattan Gas Light Company.

That the objects for which the Company is formed are the manufacturing, making and selling gas to be used for the purpose of lighting the City of New York, the streets thereof and any buildings, manufactories, or houses therein contained and situate, and to lay pipes for the purpose of conducting the gas in the streets and avenues of said City.

That the amount of the Capital Stock of the said Company is Four Millions of Dollars

That the term of its existence is fifty years

That the number of shares of which said stock is to consist is eighty thousand

That the number of Directors is nine

That the names of the Directors who shall manage the concerns of the Company for the first year are Henry Young, Moses Taylor, John Alstyne, William H. Smith, John R. Ludlow, John I. Cisco, Benjamin W. Bonney, Samuel Sloan, Charles Roome, and that the operations of the Company are to be carried on in the City and County of New York

In witness whereof we have signed these presents, in duplicate, this sixth day of September one thousand eight hundred and sixty-seven.

Names.	No. of shares.	
Henry Young	Twenty four hundred	2400
Moses Taylor	Thirty seven hundred forty six	3746
Thos. C. Chardavoyne	Three hundred fifty	350
P. H. Holt	Two hundred	200
P. H. Holt, Trustee	Twenty	20
John Alstyne	Eighteen hundred	1800
Floyd Smith	Sixteen	16
Fred E. Gibert	Four Hundred	400
B. W. Bonney	Four hundred	400
6984 J. H. James	Twenty shares	20
C. F. Dambmann & Co.	Eleven hundred	1100
George W. Welsh	Fifty shares	50
H. C. D Rham	Five hundred shares	500
De Rham & Co	Three hundred shares	300
John A. Robinson	Thirteen hundred fifty shares	1350
Wm. C. Schermerhorn	Three hundred fifty shares	350
Samuel Hart Sen	Twenty four	24
E. Caylus De Ruyter & Co.	Fifty shares	50
J. N. Phelps	Fourteen hundred shares	1400
Thos. G. Hodgkins	Four hundred	400
Jno. R. Ludlow	Eight hundred	800
Robert Jaffray	Thirty	30
Isaac T. Ludlam	Twenty	20
Geo. Hall	Two hundred	200
Henry H. Mosher	One hundred ninety	190
Adeline L. Hitchcock	One hundred	100
John Allen	Two hundred	200
Charles Roome	Eighty	80
W. R. Clarkson	Twenty	20
Christr. Townsend	Four hundred	400
Sarah M. Hitchcock	One hundred	100
D. Thompson	Five hundred sixty eight	568
John I. Cisco	Three hundred eighteen	318
John I. Cisco & Son	One hundred fifteen	115
Percy R. Pyne	Two hundred fifty	250
Sam Sloan	Two hundred shares	200
H. Lawrence	Five hundred twenty eight	528
Caroline E. Hart	Twenty four	24
F. Alexandre	Two hundred	200
C. J. Sprague	One hundred	100
David Rodh	One hundred twenty	120
S. Mendelson	Twenty	20
Uriah J. Smith	Six hundred Eighty five	685
Robert Dinwiddie	Forty	40
Corn. Bogert	Three hundred	300
Geo. W. Welsh	Fifty	50
Chas. C. Carpender	One hundred sixty five	165
6985 J. & J. Hilyard	One hundred shares	100
E. T. Pell	Four hundred fifty one	451
Fred'k Mead	One hundred shares	100

Names.	No. of shares.	
Geo. Wilson	One hundred sixty shares	160
Henry Salisbury	One hundred thirty five	135
John Halstead	One hundred twenty shares	120
Chas. E. Bulkley	One hundred thirty five	135
Reuben Parsons	Two hundred shares	200
Peter H. Morss Guad	Three hundred thirty five	335
Alex. Johnston	Forty	40
Mrs. M. R. Knowlton	Ten	10
Samuel Willets	One thousand	1000
John Reuter	Twenty	20
Carsten H. Hincken	Twenty	20
Albertina S. Pyne	Five hundred shares	500
Ezra P. Davis	Thirty five	35
Mason Young	Two hundred shares	200
Moses H. Swift	Forty	40
Joseph Howland	Two hundred	200
Chas. Kneeland, Ex'r	Four hundred eighty	480
Chas. Kneeland, Trustee	One hundred ninety five	195
Chas. Kneeland	One hundred ninety five	195
J. B. Brice	Two hundred	200
James L. Ogden	Twenty	20
Henry H. Ward in Trust	Four hundred	400
Ward & Co. in trust for L. W. Terry	Two hundred seventy two	272
Grace Burritt	One hundred forty one	141
Augusta B. Storer	One hundred thirty two	132
Mary Bulkley	One hundred thirty five	135
O. Bronson	One hundred	100
Geo. W. Endicott	Twenty	20
Abel Robert	Twenty	20
J. B. Brice	One hundred	100
Edw. Blackburn & Co. in trust	One hundred ninety	190
I. N. McCall	Twenty five	25
Chas. F. Osborn	One hundred fifty four	154
Geo. Merritt	Four hundred fourteen	414
Thos. Morrell	Seventy	70
6986 John W. Culver	Sixty	60
G. C. Woodhull	One hundred twenty six	126
G. C. Woodhull, Executor of Est. of E. S. Woodhull	Forty eight	48
Ellen P. Andrew	Ten	10
D. C. Hays	Twenty	20
Chas. P. Leverich	Seventy five	75
Eugene S. Ballni	One hundred five	105
Baltzer & Taaks	One hundred	100
Danl. C. Kingsland	Two hundred	200
James H. Banker	Seventy five	75
H. K. Bogert	Ten	10
Walter Edwards	Sixty four	64
Edward Scheitlin	One hundred	100

Names.	No. of shares.	
Edward Scheitlin & Co., in trust	One hundred	100
Escler & Co., in trust	Eighty shares	80
Christ. Jay & Co., in trust	Twenty five shares	25
J. D. Dupuy	One hundred shares	100
Fredk. S. Salisbury	One hundred thirty five shs.	135
Fredk. S. Salisbury, admi. of Estate of George E. Salisbury deed	One hundred thirty five shs.	135
William A. Woodhull	Seventy shares	70
S. C. Dortic	One hundred shares	100
John I. Dortic	Fifty shares	50
Geo. T. Trimble	Three hundred	300
Benj. B. Sherman	Seventy two shares	72
E. Pouvert	One hundred sixty shares	160
Pouvert & Co.	Four hundred shares	400
A. C. Kingsland	Two hundred shares	200
T. E. Smith	Ten shares	10
Thomas B. Rich	Three hundred	300
Daniel Parish	Three hundred twelve	312
Josiah Jex	Five hundred	500
Annie S. Ireland, Executrix	Two hundred shares	200
Kutter Lukemeyer & Co., in trust	Twenty shares	20
Robert L. Stuart	Two hundred fifty shs.	250
Alexander Stuart	Two hundred fifty shares	250
John H. Welsh	Twenty	20
6987 N. L. McCready	Twenty shares	20
Charles Banks, Att'y	Two hundred seventy	270
Francis Tomes by Benj. Tomes Att'y	Four hundred shares	400
Robert Tomes	Three shares	3
George W. Elder	One hundred shares	100
P. R. Warner	One hundred shares	100
Jos. Rifflard, Jules L. Rifflard	Fifty shares	50
Jos. Rifflard & Sons	One hundred twenty	120
Kepler & Co. in trust	Nine hundred forty five shares	945
Wm. H. Terry Exr of Joseph H. Terry	Five hundred sixty four shares	564
Henry L. Young by Henry Young, Att'y	One hundred shares	100
John Osborn	Twenty shares	20
Catharine L. Schmelzel	One hundred and ten	110
E. Judson Hawley, Actg. Exe. for Estate Irad Hawley	Three hundred shares	300
Jas. S. Palmer	Seventy six	76
Marcus P. Woodruff	Four hundred fifty five	455
J. A. Bennett	Seven	7
James De Peyster	One hundred ten	110
Anna C. Roome	One hundred	100
Joseph Sampson	Five hundred	500
H. H. Casey in trust	Fifty	50
Wm. H. Albeo	Eighty	80
Edward J. Roberts	Ninety nine	99

Names.	No. of shares.	
Mary W. Barre	One hundred seven	107
Benjamin H. Lillie, Guardian per James W. Barre	One hundred seven	107
John H. Sprague	One hundred shares	100
Mary D. Hodges	Eighty eight	88
Est. of John Skillman by A. G. Waterbury Exe	Ninety seven	97
Ch. A. Peabody	Two hundred	200
H. Erskine Smith	Forty eight	48
L. Bayard Smith	Forty eight	48
D. Thompson	Four hundred thirty two	432
John Jones Schermerhorn by D. Thompson Prest. Att'y	Four hundred eight	408
6988 L. Bouquet by S. R. Reynal & Sons, Att'y	One hundred fifty four	154
E. Caylus De Ruyter & Co	One hundred	100
Ann Craig by W. P. Powers, Att'y	One hundred twenty	120
Wm. H. Tillinghast	Twenty	20
Adrian H. Muller	Twenty five	25
John & Edwd. Ferguson, Trustees	Two hundred shares	200
C. H. Russell	Five hundred twenty shares	520
Walter M. Smith	Fifteen shares	15
J. E. Woodhull	One hundred twenty six	126
C. P. Woodhull	One hundred eight	108
Mrs. M. R. Miller by N. W. H. Judson, Att'y	Two hundred	200
J. M. Smith	Forty eight	48
E. M. Smith	Forty eight	48
Jno. De Ruyter	Fifty	50
Wm. V. Brady	Four hundred	400
Isaac Phillips	Forty	40
P. Harmony's Nephews & Co.	One hundred fifteen	115
L. S. Suarez by P. Harmony Nephews & Co., Att'ys	Three hundred five	305
Lorenza Carrio De Francia by P. Harmony's Nephews & Co., Att'ys	One hundred seventy	170
Maltby G. Lane in trust	Twelve	12
Elias Brevoort by Maltby G. Lane, Att'y	Thirty	30
Mrs. Kate Winthrop by Moses Taylor	Two hundred forty nine	249
Antonio F. Bramasio by Moses Taylor	Four hundred fifty seven	457
Mrs. Mary Lewis by Moses Taylor	One hundred fifty five	155
Antonio F. Bramasio by Moses Taylor	Four hundred	400
Henry Heyward	Two hundred shares	200
Isaac Buchanan	Forty shares	40
E. A. Blake	Ten hundred fifty	1050
Sylvester Brush Exr. of Jacob Abrahams	Eighty shares	80
Egerton L. Winthrop, Trustee	Twenty seven shares	27
Daniel Stinson	Twenty shares	20
John J. Phelps	Fourteen hundred fifty shares	1450

	Names.	No. of shares.	
	A. E. Schermerhorn	One thousand	1000
6989	Daniel B. Fearing	Eight hundred thirty two shares	832
	Isaac O. Woodruff by M. P. W. Atty.	Two hundred twenty shares	220
	Arethusa H. Woodruff by M. P. W. Att'y.	Ninety eight shares	98
	John H. Gourlie	Seventy four	74
	Saml. T. Ferguson	One hundred	100
	Jos. B. Townsend Adm. etc. of George Platt decd	Six hundred	600
	Augustus Whiting	Three hundred shares	300
	Emily M. F. Braene	Fifty shares	50
	Augusta E. Breese	Seventy five shares	75
	Wm. B. Bibbins	Twenty shares	20
	Geo. N. Miller	Four hundred shares	400
	Geo. N. Miller, Exr. of the Estate of Horatio Miller	Two hundred do	200
	John H. Adam	Fifty shares	50
	Anna M. Bulkley by Jeremiah Wilbur, Att'y	Sixty shares	60
	Mary H. Bradford by Jeremiah Wilbur, Att'y	Seventy two shares	72
	Harriet J. Rogers by Jeremiah Wilbur, Att'y	Sixty shares	60
	Peter Goelet	Four hundred fifty	450
	Robert Goelet	Three hundred	300
	Elie Charlier	Twenty four	24
	John A. McGaw	One hundred ninety nine	199
	Eliza Hearsey	Two hundred	200
	A. P. Merrill, Jr.	Forty five	45
	Chas. A. Townsend	One hundred thirty	130
	Henry Chauncey, by Fredk. Chauncey, Att'y	Fifty	50
	Wm. J. Schenck	Two hundred	200
	The Roosevelt Hospital, by Geo. Trimble, Treas.	Two hundred	200
	Julia D. K. Davis	Twenty	20
	Julia A. Gentil	Twenty	20
	Frances M. Parkin	Twenty nine	29
	Leonard H. Morrison	Fifty	50
	F. Augustus Schermerhorn	One hundred sixteen	116
	Geo. W. Thompson	Four hundred thirty	430
	Laura H. Curtis	Fifteen	15
6990	Gouverneur M. Smith	Forty eight	48
	Georgiana G. Trim	Twenty	20
	A. Pfender	Fifty	50
	E. H. Schermerhorn	Three hundred fifty	350
	Henry Bodmer, by J. Q. Jones, Att'y	Two hundred	200
	James R. Taylor, by F. D. Taylor, Att'y	Fifty shares	50
	Saml. Loed	Six hundred	600
	W. H. Smith, per. Moses Taylor	Two thousand twenty	2020
	John D. Wolfe, per Moses Taylor	Four hundred eighty one	481
	H. A. Hurlbut, per Moses Taylor	Two hundred twenty one	221

Names.	No. of shares.	
David W. Bishop, per Moses Taylor	Forty shares	40
David W. Bishop, Exc. Japhet Bishop, per Moses Taylor	One thousand shares	1000
A. Iselin & Co.	Ten shares	10
John B. Storm, Adm. J. A. Storm Deused	Two hundred forty shs.	240
D. Varet	Twenty five shares	25
Louisa Varet, per O. Varet, Att'y	Twenty five shares	25
Elvina Varet, per O. Varet, Att'y	Seventy five shares	75
Virginia C. Varet, per O. Varet, Att'y	Twenty five shares	25
F. Th. Achman & Co., in trust	Fifty shares	50
Jas. P. Kernochan, Ezra P. Davis, Executors of Peter Lorillard	Twelve hundred shares	1200
Albert Smith	One hundred sixty	160
Robert Bent	Thirty six shares	36
Henry Salisbury	Twenty seven shares	27
Frederick S. Salisbury	Twenty seven shs.	27
Bradish Johnson	One hundred fifty	150
Louisa A. Johnson	One hundred fifty	150
Edwd. N. Tailer	Eighty	80
Mary L. Redmond	One hundred thirty six	136
Effin. H. Nichols, Executor of S. Tredwell, decd.	One hundred twenty	120
Edward Barton, by Brown Brothers & Co., Att'ys	One hundred forty	140
Edwd. Ludlam	Sixty three	63
John J. Dortic, in trust for F. Lacapere	Fifty shares	50
B. H. Hutton	Two	2
Walter W. Price	One hundred	100
Susan L. Smith	Forty two	42
6991 Ellen S. Auchmuty	117 shares	117
M. Monlum	Fifty shares	50
John Nielson, Trustee	One hundred twenty	120
Amos Clark	Forty five shares	45
Elizabeth M. Hudson	One hundred sixty one	161
John H. Watkinson, per S. H. Howard, Att'y	One hundred sixty shares	160
A. J. Leavenworth, per S. H. Howard, Att'y	One hundred shares	100
Geo. Brinley, trustee, per S. H. Howard, Att'y	Two hundred eighty eight shs.	288
E. G. Ellingwood, Ex., per S. H. Howard, Att'y	Two hundred five shares	205
Robt. Donaldson, per S. H. Howard, Att'y	Two hundred ten shares	210
Saml. B. Gardiner, per S. H. Howard, Att'y	Two hundred fifty shares	250
Geo. H. Normaio, per S. H. Howard, Att'y	One hundred fifty shares	150
Charles H. Minot, per S. H. Howard, Att'y	Three hundred fifty shares	350

	Names.	No. of shares.	
	Edward N. Kent, per S. H. Howard, Att'y	Fifty shares	50
	J. S. Carpender, per S. H. Howard, Att'y	One hundred shs.	100
	Mrs. D. H. McAlpin	Twenty shares	20
	Almira Smith	Five hundred sixty five	565
	Edward Leavitt	Eight hundred shares	800
	Cynthia A. Allen	Twenty one	21
	Edward N. Kent	Fifty shares	50
	John C. Parsons	Seventy shares	70
	John C. Parsons, Trustee	One hundred & thirty	130
	Francis Tomes, Jr.	Fifty shares	50
	William R. Talbot	Two hundred	200
	Elijah C. Pell	Eighty three	83
	John I. Studwell	Two hundred shares	200
	R. Sprague, by C. J. Sprague, Exr. subject to the consent of his Co. Executor J. H. Sprague	One thousand	1000
	Anna B. Holmes	Fifty shares	50
	Catharine C. Spencer	Twenty shares	20
	Mary Spencer	Twenty shares	20
6992	Caroline H. Polhemus	Two hundred thirty two	232
	Wm. H. Herriman, per A. J. Beekman, Att'y	Two hundred thirty three	233
	Charles G. Taylor	Two hundred twenty five	225
	Emily G. Ellingwood, Exe	Two hundred five	205
	Emily G. Ellingwood	Fourteen	14
	Mary G. Chittenden	Four hundred eighty eight	488
	Eden Allen	Thirty nine	39
	Geo. Brinley, Trustee	Two hundred eighty eight	288
	John B. Storm	Eighty shares	80
	Josiah Moorhead, Administrator	Sixty shares	60
	Elizabeth Grafton	Twenty shares	20
	Julia R. Hunting	Forty shares	40
	Jane H. Taylor	Forty shares	40
	Anna C. Burdsall	Twenty shares	20
	Charles G. Goodhue	Twenty eight shares	28
	Sara E. S. Appleby	Eighty shares	80
	Mary B. S. Doetic	Eighty shares	80
	Hannah G. Gerry	One hundred shares	100
	Jean B. Golet	One hundred shares	100
	Louise Varet	Twenty five	25
	Elvina Varet	Seventy five	75
	Kate W. Winthrop	Two hundred forty nine	249
	Geo. J. Schmelzel	One hundred twenty	120
	Thomas Lewis	Eighty three	83
	John M. Burke	Four hundred	400
	Gustav H. Kipel	Nine hundred forty five	945
	Edward Ferguson, Trustee	Two hundred shares	200
	Sylvester Brush	Fifty shares	50
	W. C. Pickersgill	Five hundred five	505
	H. A. Schermerhorn	One hundred thirty seven	137
	George Rudd	Seventy shares	70

Names.	No. of shares.	
Calvin Stevens	Thirty shares	30
C. F. Dambmann	Eleven hundred	1100
Isabelle Varet Weed	Twenty five	25
John R. Brodhead	One hundred shares	100
James Low	Fifty shares	50
Eliza P. Toole, per S. H. Howard, Att'y	Forty shares	40
Smith Woodhull, per S. H. Howard, Att'y	Two hundred	200
6993 Edward M. Osborn, per S. Howard, Att'y	Forty shares	40
Edward M. Osborn, per S. H. Howard, Att'y	Forty shares	40
Diedrich Knubel, per S. H. Howard, Att'y	Forty shares	40
S. H. Howard, in trust	Nineteen shares	19
Frederic Bronson	Two hundred shares	200
Frederic Bronson, Exe.	One hundred shares	100
Frederic Bronson, Att'y	Fifty three shares	53
Mary E. Sayers	Twenty two shares	22
Edward Crary	Forty	40
George W. Taylor, Executor of James S. Taylor by John T. Lord, Att'y	Two hundred seventy shs.	270
John T. Lord	Five hundred shares	500
William Barton, per S. H. Howard, Att'y	Four hundred shs.	400
Henry H. Ward	Two hundred seventy two	272
H. R. Baltzer & W. G. Taaks in firm Baltzer & Taaks	One hundred	100
John J. Cisco and John A. Cisco forming the firm of John I. Cisco & Son	One hundred fifteen	115
Ezra P. Davis	Four hundred shares	400
Julia Battersby	Forty	40
Charlotte Brinckerhoff	Two hundred	200
Louisa Troup	Two hundred	200
Lucretia Salisbury	One hundred sixty two	162
Alex. Van Rensselaer	One hundred	100
A. Major	Three hundred	300
J. H. McKim	One hundred	100

STATE OF NEW YORK,
City and County of New York, ss:

Before me, Thomas Stephenson, a notary public duly commissioned and sworn, dwelling in the city and county of New York, at the times hereinafter set forth personally came the following named persons, viz.: On the twenty-fourth day of September, in the year one thousand eight hundred and sixty-seven, John A. Robinson; on the twenty-seventh day of September, in the year aforesaid,
6994 Joseph Howland; on the twenty-second day of October, in the year aforesaid, Adeline E. Schermerhorn; on the twenty-sixth day of October, in the year aforesaid, John Alstyne, Ambrose C.

Kingsland, Daniel C. Kingsland and George Merritt; on the twenty-eighth day of October, in the year aforesaid, William A. Woodhull, Augustus Whiting and James A. Bennett; on the twenty-ninth day of October, in the year aforesaid, Daniel Parish, Daniel B. Fearing, Cornelius Bogert, Augusta E. Breese, Emily M. F. Braem, Charles Roome, Benjamin W. Bonney, Isaac Buchanan, John R. Ludlow, William B. Bibbins, Catharine L. Schmelzel and Mary D. Hodges; on the thirtieth day of October, in the year aforesaid, Geo. N. Miller, Geo. N. Miller, Executor of the estate of Horatio Miller, John H. Adam, Wm. H. Albro, Mary W. Barre, Eugene S. Ballin, Marcus P. Woodruff, Samuel T. Ferguson, D. C. Hays, John Halstead; and Maltby G. Lane, Trustee for Richard H. Lane and for Malvina A. Lane; on the thirty-first day of October, in the year aforesaid, John H. Gourlie, Henry C. De Rham, Charles P. Leverich, Isaac N. Phelps, John J. Phelps, Percy R. Pyne, Charles H. Russell, Joseph Sampson, Robert L. Stuart, Alexander Stuart, William C. Schermerhorn, Daniel Stinson, Edward Scheitlin, John H. Sprague, C. J. Sprague, Floyd Smith, George T. Trimble, David Thompson, Henry Young and Francis Alexandre; on the first day of November, in the year aforesaid, Peter Goelet, Robert Goelet, Elie Charlier, Isaac Phillips, Henry Heyward, James L. Ogden, Edward J. Roberts and A. G. Waterbury, Executor of the estate of John Skillman; on the second day of November, in the year aforesaid, John A. McGaw, Moses Taylor, Peter R. Warner, Mary Bulkley, George W. Endicott, Eliza Hearsey and Charles F. Osborn; on the fourth day of November, in the year afore-
6995 said, A. P. Merrill, junior, Charles A. Townsend, William J. Schenck, Henry K. Bogert, Charles E. Bulkley, Charles Banks, Attorney, Mason Young, John J. Cisco, Walter M. Smith, William R. Clarkson, Eliza A. Blake, John H. Welsh, Theodore E. Smith, Elias Ponvert, Adrian H. Muller, N. L. McCready, Charles Kneeland, Charles Kneeland, Executor of the estate of George Kneeland, and Charles Kneeland, Trustee for George Kneeland and for Anna Kneeland, S. C. Dortic and John J. Dortic; on the sixth day of November, in the year aforesaid, Julia D. K. Davis, Julia A. Gentil, Francis M. Parkin and Leonard H. Morrison; on the seventh day of November, in the year aforesaid, F. Augustus Schermerhorn, George W. Thompson, William H. Tillinghast, H. Erskine Smith, L. Bayard Smith, Josephine M. Smith, Emily M. Smith, Thomas B. Rich, H. H. Casey, Trustee, John De Ruyter, James De Peyster, John D. Dupuy, Carsten H. Hincken, Laura H. Curtis and Thomas C. Chardavoyne; on the eighth day of November, in the year aforesaid, Gouverneur M. Smith, Georgiana J. Trim and A. Pfender; on the ninth day of November, in the year aforesaid, E. H. Schermerhorn, George Wilson, Robert Dinwiddie, George W. Elder and George Hall; on the eleventh day of November, in the year aferosaid, Charles C. Carpender, Uriah J. Smith, Israel B. Brice, Gilbert C. Woodhull, Gilbert C. Woodhull, Executor of the estate of Edmond S. Woodhull, Samuel Willets, Charles A. Peabody and Samuel Lord; on the twelfth day of November, in the year aforesaid, Samuel Sloan, Henry H. Ward, Trustee, and Robert Jaffray;

on the thirteenth day of November, in the year aforesaid, D. Varet, Albert Smith, John W. Culver, Thomas Morrell, Robert
6996 Tomes and Edgerton L. Winthrop, Trustee; on the fourteenth day of November, in the year aforesaid, Walter Edwards and Henry H. Mosher; on the fifteenth day of November, in the year aforesaid, Robert Bent, Henry Salisbury and Frederick S. Salisbury; on the sixteenth day of November, in the year aforesaid, Bradish Johnson, Louisa A. Johnson and E. N. Tailer; on the eighteenth day of November, in the year aforesaid, Mary L. Redmond and Effingham H. Nichols, Executor of the estate of S. Tredwell; on the nineteenth day of November, in the year aforesaid, Edward Ludlam; on the twentieth day of November, in the year aforesaid, John J. Dortic, Trustee for F. Lacapere; on the twenty-first day of November, in the year aforesaid, Charles C. Carpender, Uria J. Smith, Israel Philetus H. Holt on the twenty-second day of November, in the year aforesaid, Susan L. Smith, Walter W. Price, Ellen S. Auchmuty, Henry Monlun, David Rodh, and John Neilson, Trustee for Margaret A. Neilson; on the twenty-third day of November, in the year aforesaid, Elizabeth M. Hudson; on the twenty-fifth day of November, in the year aforesaid, Oliver Bronson; on the twenty-sixth day of November, in the year aforesaid, Reuben Parsons; on the thirtieth day of November, in the year aforesaid, Anna C. Roome; on the second day of December, in the year aforesaid, Ellen P. Andrew, Frederick E. Gilbert, Almira Smith, Thomas G. Hodgkins, Anne S. Ireland, Executrix of the estate of Wm. B. Ireland, Miranda R. Knowlton, Edward Leavitt, Mrs. D. H. McAlpin, and Moses H. Swift; on the fourth day of December, in the year aforesaid, Anna B. Holmes, Caroline H. Polhemus, Elijah C. Pell, Mary Spencer, Catharine C. Spencer, John J. Studwell, Charles G. Taylor, Emily G. Ellingwood, Executrix, Augusta B. Storer, and Grace Burritt; on the fifth day of December, in the year aforesaid, Mary G. Chittenden, Eden Allen, and George Brinley,
6997 Trustee; on the sixth day of December, in the year aforesaid, John B. Storm, William V. Brady, Elizabeth Grafton, Julia R. Hunting, Jane H. Taylor, Anna C. Burdsall, Frederick Mead, James N. McCall, Isaac T. Ludlam, Alexander Johnston, Sarah M. Hitchcock, Adeline L. Hitchcock, John Allen, George J. Schmelzel, and James H. Banker; on the seventh day of December, in the year aforesaid, Charles C. Goodhue, Sara E. S. Appleby, Mary B. S. Dortic, Hannah G. Gerry, Jean G. Goelet, Louisa Varet, Elvina Varet, Kate W. Winthrop, Julia E. Woodhull, Caroline P. Woodhull, Henry Lawrence, Edward N. Kent, Benjamin B. Sherman, John Reuter, E. T. Pell, S. Mendelson, John Osborn, Francis Tomes, Jr., Samuel Hart, Senior; on the twentieth day of December in the year aforesaid, Albertina S. Pyne; on the twenty-third day of December, in the year aforesaid, John W. Burke and Gustav H. Kissel; on the twenty-fourth day of December, in the year aforesaid, Christopher Townsend; on the twenty-sixth day of December, in the year aforesaid, Sylvester Brush, William C. Pickersgill, Henry A. Schermerhorn, Calvin Stevens, C. F. Dambmann, Isabella Varet Weed, John R. Brodhead, and James Low; on the twenty-seventh day of Decem-

ber in the year aforesaid, Frederick Bronson, Frederick Bronson, Executor, Frederick Bronson, Attorney, Mary E. Sayres, Edward Crary, Samuel H. Howard, Trustee, Henry H. Ward, all of whom the said persons above named I then knew, and now know, to be stockholders in The Manhattan Gas Light Company, and to be individuals who signed and executed the foregoing certificate; and the said persons then, in my presence, severally signed the said certificate, and acknowledged that they executed the same; and on the

6998 thirtieth day of October, in the said year one thousand eight hundred and sixty-seven, personally came before me Marcus P. Woodruff, whom I know to be the individual, who, as the attorney of Isaac O. Woodruff, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose, duly constituted by the said Isaac O. Woodruff, and the said Marcus P. Woodruff, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Isaac O. Woodruff; and on the said thirtieth day of October, Personally came before me Marcus P. Woodruff, whom I know to be the individual who, as the attorney of Arethusa H. Woodruff, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose, duly constituted by the — Arethusa H. Woodruff, and the said Marcus P. Woodruff, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Arethusa H. Woodruff; and on the thirty-first day of October, in the year aforesaid, before me personally came Henry Young, whom I know to be the individual, who, as the attorney of Henry L. Young, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said Henry L. Young, and the said Henry Young, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Henry L. Young; and on the said thirty-first day of October,

6999 in the year aforesaid, before me personally came William P. Powers, whom I know to be the individual, who as the attorney of Ann Craig, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said Ann Craig, and the said William P. Powers, as such attorney, then, in my presence, signed said certificate and acknowledged that he executed the same as the act and deed of the said Ann Craig; and on the said thirty-first day of October, in the year aforesaid, personally came before me Jeremiah Wilbur, whom I know to be the individual, who, as the attorney of Anna M. Bulkley, a stockholder in the Manhattan Gas-Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney, for that purpose duly constituted by the said Anna M. Bulkley, and the said Jeremiah Wilbur,

then, as such attorney, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Anna M. Bulkley, and on the said thirty-first day of October, in the year aforesaid, before me personally came Jeremiah Wilbur, whom I know to be the individual who as the attorney of Harriet J. Rogers, a stockholder in the Manhattan Gas-Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said Harriet J. Rogers, and the said Jeremiah Wilbur, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Harriet J. Rogers; and on the twelfth day of November, in the year aforesaid, before me personally came Moses Taylor, whom I know to be the individual who as the attorney of Mary Lewis, a stockholder in The Manhattan Gas-Light Company, signed and
7000 executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said Mary Lewis, and the said Moses Taylor, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same, as the act and deed of the said Mary Lewis.

And on the said twelfth day of November, before me personally came Moses Taylor, whom I know to be the individual who as the attorney of John D. Wolfe, a stockholder, in The Manhattan Gas-Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said John D. Wolfe, and the said Moses Taylor, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said John D. Wolfe; and on the said twelfth day of November, before me personally came Moses Taylor, whom I know to be the individual who as the attorney of William H. Smith, a stockholder in The Manhattan Gas-Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said William H. Smith, and the said Moses Taylor, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said William H. Smith; and on the said twelfth day of November, before me, personally came Moses Taylor, whom I know to be the individual who as the attorney of David W. Bishop, a stockholder in The Manhattan Gas-Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said David W. Bishop, and the
7001 said Moses Taylor as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said David W. Bishop; and on the said twelfth day of November, before me personally came Moses Taylor, whom I know to be the individual who signed and executed the foregoing certificate as the attorney of David W. Bishop, Executor of the last will and testament of Japhet Bishop,

deceased, the said David W. Bishop, Executor as aforesaid, being a stockholder in the Manhattan Gas Light Company, and whom I also know to be the attorney for that purpose duly constituted by the said David W. Bishop, Executor as aforesaid, and the said Moses Taylor, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said David W. Bishop, Executor as aforesaid; and on the said twelfth day of November, before me personally came Moses Taylor, whom I know to be the individual who, as the attorney of Henry A. Hurlbut, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know, to be the attorney for that purpose, duly constituted by the said Henry A. Hurlbut, and the said Moses Taylor, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Henry A. Hurlbut; and on the twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of John H. Watkinson, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know to be the attorney for that purpose duly constituted by the said John W. Wat-
7002 kinson; and the said Samuel H. Howard, as such attorney, then in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said John H. Watkinson; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Abner J. Leavenworth, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted by the said Abner J. Leavenworth, and the said Samuel H. Howard, as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Abner J. Leavenworth; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Robert Donaldson, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know to be the attorney for that purpose duly constituted by the said Robert Donaldson, and the said Samuel H. Howard as such attorney, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Robert Donaldson; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Samuel B. Gardiner, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know to be the attorney for that purpose duly constituted by the said Samuel B. Gardiner;

and the said Samuel H. Howard, as such attorney, then in
7003 my presence signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Samuel B. Gardiner; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Charles H. Minot, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know to be the attorney for that purpose duly constituted by the said Charles Minot, and the said Samuel H. Howard, as such attorney, then in my presence signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Charles H. Minot; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of George H. Norman, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose, duly constituted by the said George H. Norman, and the said Samuel H. Howard, as such attorney, then in my presence signed the said certificate, and acknowledged that he executed the same as the act and deed of the said George H. Norman; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Edward M. Osborn, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney, for that purpose duly constituted, by the said Edward M. Osborn, and the said Samuel H. Howard, as such attorney, then in my
presence signed the said certificate and acknowledged that he
7004 executed the same as the act and deed of the said Edward M. Osborn; and on the said twenty-fifth day of November, in the year aforesaid, before me personally came N. W. H. Judson, whom I know to be the individual who, as the attorney of Mary R. Miller, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney for that purpose duly constituted, of the said Mary R. Miller, and the said N. W. H. Judson, as such attorney, then in my presence signed the said certificate and acknowledged that he executed the same as the act and deed of the said Mary R. Miller; and on the twenty-seventh day of December, in the year aforesaid, before me personally came John T. Lord, whom I know to be the individual who, as the attorney of George W. Taylor, sole surviving executor of James S. Taylor, deceased, and a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney, for that purpose duly constituted by the said George W. Taylor, sole surviving executor as aforesaid, and the said John T. Lord, as such attorney, then in my presence signed the said certificate and acknowledged that he executed the same as the act and deed of the said George W. Taylor, sole surviving executor as afore-

said; and on the said twenty-seventh day of December, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who as the attorney of Eliza P. Toole, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney, for that purpose duly constituted by the said Eliza P. Toole, and the said Samuel H. Howard, as such attorney, then in my presence signed the said certificate and
7005 acknowledged that he executed the same as the act and deed of the said Eliza P. Toole; and on the said twenty-seventh day of December, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Smith Woodhull, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know to be the attorney for that purpose duly constituted by the said Smith Woodhull, and the said Samuel H. Howard, as such attorney, then in my presence signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Smith Woodhull; and on the said twenty-seventh day of December, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Delia Perry, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney, for that purpose duly constituted by the said Delia Perry, and the said Samuel H. Howard, as such attorney, then in my presence signed the said certificate, and acknowledged that he executed the same as the act and deed of the said Delia Perry; and on the said twenty-seventh day of December, in the year aforesaid, before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of Diedrich Knubel, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew, and now know to be the attorney for that purpose duly constituted by the said Diedrich Knubel, and the said Samuel H. Howard, as such attorney, then, in my presence, signed the said certificate, and acknowledged that
7006 he executed the same as the act and deed of the said Diedrich Knubel; and on the said twenty-seventh day of December before me personally came Samuel H. Howard, whom I know to be the individual who, as the attorney of William Barton, a stockholder in The Manhattan Gas Light Company, signed and executed the foregoing certificate, and whom I then knew and now know to be the attorney, for that purpose duly constituted by the said William Barton, and the said Samuel H. Howard, as such attorney, then, in my presence signed the said certificate and acknowledged that he executed the same as the act and deed of the said William Barton; and before me personally came on the said twenty-seventh day of December, H. R. Baltzer and William G. Taaks, composing the firm of Baltzer & Taaks, John J. Cisco and John A. Cisco, composing the firm of John J. Cisco & Son, Henry H. Ward, Ezra P. Davis, Julia Battersby, Charlotte Brinkerhoff, Louisa Troup

and Lucretia Salisbury, and on the twenty-eighth day of December, in the year aforesaid, Alexander Van Rennselear, all of whom I then knew and now know to be stockholders in The Manhattan Gas Light Company, and to be individuals who signed and executed the foregoing certificate, and the said persons, then, in my presence severally signed the said certificate and acknowledged that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial Seal at the city of New York, this thirtieth day of December, in the year one thousand eight hundred and sixty-seven.

[L. S.] THOS. STEVENSON,
Notary Public.

7007 STATE OF NEW YORK, *City and County of New York, ss:*

I, William C. Conner, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify that Thomas Stevenson, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said city, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County the 30th day of December, 1867.

[5 ct. stamp]

WM. C. CONNER, *Clerk.*

7008 STATE OF NEW YORK, *City and County of New York, ss:*

Before me, Richard C. Greene, a Commissioner of Deeds, duly commissioned and sworn, dwelling in the city and county of New York at the times hereinafter set forth personally came the following named persons, viz.: On the second day of December, in the year one thousand eight hundred and sixty-seven, Francis Tomes, Jr., and John C. Parsons; on the third day of December, in the year one thousand eight hundred and sixty-seven, George W. Welsh, William R. Talbot and Cynthia A. Allen, and on the twenty-sixth day of December, in the year aforesaid, George Rudd, all of whom the said persons above named I then knew and now know to be stockholders in The Manhattan Gas Light Company, and to be individuals who signed and executed the foregoing certificate of organization, and the said persons then, in my presence, severally signed the said certificate and acknowledged that they executed the same.

And on the second day of December, in the year aforesaid, before me also personally came John C. Parsons, trustee of Mary H. Webb

and of Mrs. E. S. Newton, and whom I then knew and now know to be a stockholder in The Manhattan Gas Light Company, and to be one of the individuals who signed the foregoing certificate, and the said John C. Parsons, trustee as aforesaid, then in my presence, signed the said certificate and acknowledged that he executed the same.

And on the twenty-sixth day of December, in the year aforesaid, before me personally came George T. Trimble, whom I know to be the Treasurer of The Roosevelt Hospital, a corporation in the city of New York, and which said Hospital is a stockholder in The
7009 Manhattan Gas Light Company, and to be one of the individuals who signed the foregoing certificate; and the said George T. Trimble, Treasurer as aforesaid, then, in my presence, signed the said certificate, and acknowledged that he executed the same as the act and deed of The Roosevelt Hospital aforesaid, and being by me duly affirmed, did say that he resided in the city of New York, that he was Treasurer of said The Roosevelt Hospital, and that he so signed and acknowledged the execution of said certificate by authority of said corporation.

And on the twenty-eighth day of December, in the year aforesaid, before me personally came A. Major and J. H. McKim, whom I then knew and now know to be stockholders in The Manhattan Gas Light Company, and to be individuals who signed and executed the foregoing certificate, and the said persons then, in my presence, severally signed the said certificate, and acknowledged that they executed the same.

In witness whereof, I have hereunto set my hand at the City of New York, this thirtieth day of December, in the year one thousand eight hundred and sixty-seven.

RICHD. C. GREENE,
Commissioner of Deeds.

STATE OF NEW YORK, *City and County of New York, ss:*

I, William C. Connor, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify that Richard C. Green, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon
7010 written, was at the time of taking such proof or acknowledgment a Commissioner of Deeds in and for the City and County of New York, dwelling in the said city, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such commissioner and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 30th day of December, 1867.

[5c. stamp]

WM. C. CONNER,
Chief Clerk.

STATE OF NEW YORK, *Office of the Secretary of State:*

I have compared the preceding with the original certificate of organization of The Manhattan Gas Light Company, with acknowledgment thereto annexed, filed in this office on the thirty-first day of December, 1867, and hereby certify the same to be a correct transcript therefrom and of the whole of said original.

Witness my hand and seal of office of the Secretary of State at the city of Albany, this thirty-first day of December, one thousand eight hundred and sixty-seven.

[L. S.] ERASTUS CLARKE,
Deputy Secretary of State.

7011 STATE OF NEW YORK, *City and County of New York, ss:*

I, William C. Conner, Clerk of the said city and county, and Clerk of the Supreme Court of said state for said county, do certify that I have compared the preceding with the original certificate of organization of the "Manhattan Gas Light Company," on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

In witness whereof I have hereunto subscribed my name and affixed my official seal, this thirtieth day of December, 1867.

[L. S.] W. C. CONNER, *Clerk.*

COMPLAINANT'S EXHIBIT 10.

CHAP. 545.

AN ACT *to incorporate the Metropolitan Gas Light Company of the city of New York.*

Passed April 17, 1855.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. That James Bowen, James Freeborn, William H. Edwards, Rufus F. Andrews, John Callaghan, Charles Spear, Isaac M. Marsh, John H. Platt, Charles W. Baker, Hugh Smith, William McDermott and Isaac H. Cady, and their present and future associates, shall be and are hereby created, constituted and declared to be a body politic and corporate by the name of "The Metropolitan Gas Light Company of the City of New York," with full power and authority at any time hereafter to manufacture, make and sell gas, to be
7012 made of coal, oil, tar, peat, pitch and turpentine or other materials, and to be used for the purpose of lighting the city of New York, and the streets, avenues, lanes, alleys and squares thereof, and any building, manufactories or houses therein contained and situate, and to lay pipes for the purpose of conducting the gas in any of the streets, avenues, lanes, alleys and squares of the said city, and to adopt any other necessary means to furnish gas to any inhab-

itant of said city, and also that the said company will so conduct their manufactory or manufactories of gas as not to create a nuisance, and that no public street, avenue, lane, alley, square or highway in the said city shall be dug into or defaced or other means adopted in regard thereto for the purpose aforesaid, without the permission of the two boards of the Common Council of said city first had and obtained, and the said boards are hereby authorized to grant and vest exclusive permission and authority to and in said company for said purposes to such extent and under such regulations as to them shall seem expedient, and such permission and authority shall be conclusive and shall continue as thus fixed during the period designated by said boards at the time of granting the same. But the rights and privileges hereby granted shall not be construed to affect or impair any exclusive rights or privileges vested in any incorporated company in said city.

§ 2. That the capital stock of this corporation shall not exceed two million, five hundred thousand dollars. And that a share in the same shall be one hundred dollars; and books of subscription to the said capital stock or to such portion thereof as from time to time may, by the directors, for the time being, be deemed proper and necessary shall be opened by the appointment or under the direction of the directors hereinafter named subject to such rules lim-
7013 itations and conditions as by them shall be prescribed; and the stock of the said corporation shall be deemed and considered personal property.

§ 3. The stock, property and affairs of the said corporation shall be managed and conducted by or under the direction of twelve directors, being stockholders and citizens of this state; that the said directors shall hold their offices for one year, except as provided in Section 4 of this act, and shall be elected at such time and place within the city of New York as a majority of the directors for the time being shall appoint, and that notice of such election shall be given in at least two of the public newspapers printed in the city of New York, at least fourteen days previous to the time of holding such election, and every such election shall be by ballot and by such of the stockholders who shall attend for that purpose, either in person or by proxy, and each stockholder shall be entitled to one vote for each share of the stock which he or she may have held in his or her own name for at least fourteen days before the time of voting, and the persons having the greatest number of votes shall be the directors, and if it shall happen that two or more persons shall have an equal number of votes the directors in office at the time of election shall, by a plurality of votes given by ballot, determine which of the persons so having an equal number of votes shall be director or directors, so as to complete the whole number to be chosen; and the directors so chosen shall, as soon as may be thereafter, proceed by ballot to elect one of their number president, and if any director shall remove out of this state, or cease to be a stockholder, or shall resign, his office shall be vacant, and whenever any vacancy shall happen the same shall be filled up by the remaining directors
7014 by a plurality for the unexpired term, except as provided in Section 4 of this act.

§ 4. That James Bowen, Isaac H. Cady, Rufus F. Andrews, Charles W. Baker, James F. Freeborn, John Callaghan, Isaac M. Marsh, Hugh Smith, William McDermott, William H. Edwards, John H. Platt and Charles Spear shall be the first directors of the said company, who shall hold their offices until one year after the said company shall be organized and in practical operation, and until others are chosen in their places, and they shall proceed to choose their president at such time and place as they or a majority of them shall determine. Any of the above named directors on resigning may designate the person or persons to fill the vacancy, provided that the person or persons so designated are stockholders of said company, for the unexpired term. Vacancies by death shall be filled by the remaining directors by a plurality, for the unexpired term.

§ 5. Each stockholder of any company formed under this act shall be individually liable to the creditors of such company, to an amount equal to the amount of the stock held by him, for all the debts and liabilities of such company, until the whole amount of the capital stock so held by him shall have been paid into the company, and all the stockholders of any such company shall be jointly and severally liable for all the debts due or owing to any of its laborers and servants for services performed for said corporation, but shall not be liable for an action therefor before an execution shall be returned unsatisfied in whole or in part against the corporation, and then the amount due on such execution shall be the amount recoverable with costs against such stockholders.

7015 § 6. Every corporation formed under this act shall, in addition to the powers hereinbefore conferred, and the powers conferred on corporations in the third title of the eighteenth chapter of the first part of the Revised Statutes, have power:

1. To purchase and hold real estate.

2. To erect and maintain all necessary and convenient buildings, fixtures and machinery, for the aforesaid purposes, or incident or necessary thereto.

3. From time to time to borrow such sums of money as may be necessary for the aforesaid objects, and to issue and dispose of their bonds for any amount so borrowed, and to mortgage their corporate property and franchises to secure the payment of any debt contracted by the company for the purposes aforesaid; and the directors of the company may confer on any holder of any bond issued for money borrowed as aforesaid, the right to convert the principal due or owing thereon into stock of said company, at any time not exceeding ten years from the date of the bond, under such regulations as the directors may see fit to adopt.

§ 7. It shall and may be lawful for the directors or a majority of them to require payment of the subscription to the capital stock of the said corporation, at such times and in such proportions as they or a majority of them shall deem fit, under the penalty of forfeiting any previous payment or payments thereon; and that previous notice of the instalments required to be paid, after the first, and of the time when the same are to be paid, shall be published at least

fourteen days in two of the public newspapers printed in the
7016 city of New York; provided that no such forfeiture shall be made until the company shall be organized and in practical operation.

§ 8. If any person or persons wilfully do or cause to be done any act or acts whatever, whereby the works of the said corporation, or any pipe, conduit, plug, cock, reservoir, or any engine, machine or structure, or any matter or thing appertaining to the same, shall be stopped, obstructed, or impaired, weakened, injured or destroyed, the person or persons so offending shall forfeit and pay to the said corporation treble the amount of the damage sustained by means of such offence or injury, to be recovered in the name of the said corporation, with costs of suit, in any court having cognizance thereof.

§ 9. The said company shall be deemed to be organized when the president shall be elected, and shall be deemed to be in practical operation from the time the permission and authority provided for in the first section is obtained.

§ 10. The said company may receive, in lieu of cash subscriptions, property suitable to be used for its purposes, at a valuation to be agreed upon.

§ 11. This act shall be deemed a public act, and shall be favorably construed for the purposes herein expressed, and declared in all courts and places whatsoever.

7017 COMPLAINANT'S EXHIBIT 11.

CHAP. 476.

AN ACT *to provide for the payment of certain certificates of indebtedness of the Metropolitan Gas Light Company of the city of New York.*

Passed June 8, 1881; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

§ 1. The Metropolitan Gas Light Company of the city of New York, in order to provide for the payment of the outstanding scrip certificates of the company, issued March 24 and November 30, 1870, may, by resolution of the board of directors of the company, issue its bonds to an amount not exceeding the sum of nine hundred thousand dollars, payable within twenty years, the money so provided by the issue of the bonds of the company, as herein provided, to be applied to the payment of the said certificates outstanding, and to no other purpose whatever.

§ 2. This act shall take effect immediately.

COMPLAINANT'S EXHIBIT 12.

CERTIFICATE OF REORGANIZATION UNDER GENERAL LAWS OF 1848 OF THE NEW YORK GAS LIGHT COMPANY.

READ ON BEHALF OF COMPLAINANTS.

(Filed in office of N. Y. County Clerk June 1, 1871.)
(Filed in office of Secretary of State June 1, 1871.)

7018 Pursuant to the provisions of an Act entitled "An Act to amend Chapter 37 of the Laws of 1848, entitled An Act to authorize the formation of Gas Light Companies," passed April 20, 1867, we, the undersigned, owners of two-thirds of the Capital Stock of the New York Gas Light Company, a Gas Company incorporated by special Act for the purpose of manufacturing and supplying gas in the City of New York, do hereby certify:

That we desire to form a Company for the purpose of manufacturing and supplying gas for lighting the streets and public and private buildings of the City of New York;

That the corporate name of the said Company is the New York Gas Light Company;

That the objects for which the Company is formed are the manufacturing, making and selling gas to be used for the purpose of lighting the City of New York, the streets thereof, and any buildings, manufactories or houses therein contained and situate, and to lay pipes for the purpose of conducting gas in the streets and avenues of said City.

That the amount of the Capital Stock of the said Company is four millions of dollars.

That the term of its existence is fifty years.

That the number of shares of which said Stock is to consist is forty thousand.

That the number of Directors is nine.

That the names of the Directors who shall manage the concerns of the Company for the first year are Joseph Sampson, William A. Hadden, James R. Taylor, Cornelius L. Everitt, Henry R. Remsen, Moses Taylor, John J. Astor, Frederick W. Stevens and Thomas K. Lee, and that the operations of the Company are to be carried on in the City and County of New York.

In Witness Whereof, we have signed these presents in duplicate this first day of May, one thousand eight hundred and seventy-one.

(U. S. int. rev. 5c. stamp, cancelled.)

(Here follow signatures and acknowledgments.)

7019 COMPLAINANT'S EXHIBIT 13.

CERTIFICATE OF INCORPORATION OF THE HARLEM GAS LIGHT COMPANY.

READ ON BEHALF OF COMPLAINANTS.

We, Burr Wakeman, Henry P. McGown, Walter Brady, Lemuel Arnold and John M. Reed, all of the City and County of New York, whose names are hereunto subscribed, being desirous to form a Company for the purpose of manufacturing and supplying gas for lighting the streets and public and private buildings, and for other purposes, situated and being in all that part of the City and County of New York lying north of the center line of Seventy-ninth Street in said City,

Do for that purpose make and sign and acknowledge, this certificate by which we certify that the corporate name of said Company shall be and is "The Harlem Gas Light Company" and

That the objects for which said Company is intended to be formed are the manufacturing and supplying gas for lighting the streets and the public and private buildings and for other purposes, situated and being in all that part of the City and County of New York lying north of the center line of Seventy-ninth Street in said City.

That the amount of the Capital Stock of said Company shall be and is one hundred and twenty thousand dollars to be divided into two thousand four hundred shares of fifty dollars each.

That the term of existence of said corporation shall be fifty years.

That the number of the Directors of said Company shall be five, and that Burr Wakeman, Henry P. McGown, Walter Brady, Lemuel Arnold and John M. Reed, hereinbefore named, shall be Directors of said corporation for the first year, and that the operations
7020 of said Company are intended to be and shall be carried on in the City and County of New York.

This certificate is made, signed and acknowledged in said City and County of New York before Joseph O. Brown, a Commissioner of Deeds in and for the City and County of New York, an officer competent to take the acknowledgment of deeds, to the intent that he shall duly certify to such making, signing and acknowledgment and with intent that the same shall be filed in the office of the Clerk of said City and County, and a duplicate thereof in the office of the Secretary of State, the whole to be done with intent thereby to form a corporation under and pursuant to the provisions of the Act entitled "An Act to authorize the formation of Gas Light Companies," passed February 16, 1848, and any amendment thereof.

Made, signed and acknowledged in duplicate in the City and County of New York this first day of February in the year of one thousand eight hundred and fifty-five.

In the presence of
JOS. O. BROWN.

BURR WAKEMAN. [SEAL.]
HENRY P. McGOWN. [SEAL.]
WALTER BRADY. [SEAL.]
LEMUEL ARNOLD [SEAL.]
JOHN M. REED. [SEAL.]

STATE OF NEW YORK, *City and County of New York, ss:*

On the first day of February, A. D. eighteen fifty-five, before me came Burr Wakeman, Henry P. McGown, Walter Brady, Lemuel Arnold, John M. Reed, all known to me to be the individuals described in and who executed the foregoing certificate and acknowledged to me that they executed the same.

JOSEPH O. BROWN,
Commissioner of Deeds.

7021 STATE OF NEW YORK, *City and County of New York, ss:*

I, Richard B. Connelly, Clerk of the City and County of New York, do certify hereby, that Joseph O. Brown, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Commissioner of Deeds for said City and County, dwelling in the said City, commissioned, and sworn, and duly authorized to take the same, and further, that I am well acquainted with the handwriting of such Commissioner, and verily believe the said signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County, the second day of February, eighteen fifty-five.

[SEAL.] RICH. B. CONNELLY, *Clerk.*

COMPLAINANT'S EXHIBIT 14.

CERTIFICATE OF INCREASE OF CAPITAL STOCK OF THE HARLEM GAS LIGHT COMPANY.

READ ON BEHALF OF COMPLAINANT'S.

We, Burr Wakeman, Chairman, and Henry P. McGown, Secretary, do hereby certify that a meeting of the Stockholders of "The Harlem Gas Light Company" was held at the office of the Company, corner First Avenue and One Hundred and Eleventh Street, in the City of New York, on the twenty-first day of June, A. D. One thousand eight hundred and sixty-nine, at ten (10) o'clock a. m.
7022 of that day, at which meeting seventeen thousand three hundred and seventeen (17,317) shares of the Capital Stock of said Company was represented, being more than two-thirds of all the shares of Stock of said Company.

That such meeting was held for the purpose of voting for or against increasing the Capital Stock of said Company the sum of ($1,000,000) one million dollars, the Capital Stock of said Company being previous to said meeting the sum of ($1,000,000) one million dollars, the proposed increase being one million dollars ($1,000,000), making the Capital Stock the sum of ($2,000,000) two million dollars, said meeting being held under, by virtue of, and in pursuance of the requirements of sections (20) twenty and (21) twenty-one

of an Act entitled "An Act to authorize the formation of Gas Light Companies," passed February sixteenth, eighteen hundred and forty-eight, and Acts amendatory thereof.

That at such meeting Burr Wakeman, one of the Directors of said Company, was chosen Chairman of the meeting, and Henry P. McGown was chosen Secretary.

The said stockholders thereupon proceeded to vote for such proposed increase; that the polls were kept open until eleven o'clock a. m. of that day; that upon canvassing the votes cast it appeared that seventeen thousand three hundred and seventeen (17,317) shares of the Capital Stock of said Company had been voted upon, and that all of said votes cast were in favor of such proposed increase.

And we further certify, that a notice of such proposed increase, signed by all of the Directors of said Company, has been regularly published in the *Express*, a daily newspaper printed and published in the City and County of New York, for at least three successive weeks previous to the twenty-first day of June, one thousand eight hundred and sixty-nine, the time of holding such meeting as
7023 aforesaid, as appears by an affidavit of such publication hereto annexed, and also that a printed copy of such notice was deposited in the New York Post Office, addressed to each and every one of the stockholders of said Company, at his usual place of residence, at least three weeks previous to the day fixed upon for holding such meeting, as appears by the affidavit of N. Gano Dunn, annexed.

That (20,000) twenty thousand shares, being the whole of the Capital Stock of said Company, amounting to the sum of ($1,000,000) one million dollars, has actually been paid in. That the whole amount of the debts and liabilities of said Company does not exceed the sum of ($103,000) one hundred and three thousand dollars, and that the amount to which the Capital Stock is increased is the sum of ($2,000,000) two million dollars.

That this certificate is made, signed and acknowledged in said City and County of New York before N. Gano Dunn, a Notary Public in and for the City and County of New York, an officer competent and authorized to take the acknowledgment of deeds, to the intent that he shall duly certify to such signing and acknowledgment, and to the intent that the same shall be filed in the office of the Clerk of the City and County of New York, that being the County in which the business of said Company is carried on, and a duplicate thereof in the office of the Secretary of State, the whole to be done with the intent thereby to increase the Capital Stock of said Company the sum of ($1,000,000) one million dollars in pursuance of section twenty-two of act hereinbefore referred to, and any amendment thereof.

Made, signed and acknowledged in duplicate in the City and County of New York this twenty-first day of July, in the year One thousand eight hundred and sixty-nine.

BURR WAKEMAN.

In the presence of
N. GANO DUNN.
Attest:
HENRY P. McGOWN, *Secr'y.*

7024 STATE OF NEW YORK, *City and County of New York, ss:*

Burr Wakeman, of said City, being duly sworn, doth depose and say that the foregoing certificate, signed by him, is true to the best of his knowledge, information or belief, and further deponent saith not.

BURR WAKEMAN.

Sworn to before me this 21st day of July, 1869.

N. GANO DUNN,
Notary Public, City and Co. of New York.

STATE OF NEW YORK, *City and County of New York, ss:*

On this 21st day of July, one thousand eight hundred and sixty-nine, before me personally came Burr Wakeman, to me known to be the same person described in and who executed the foregoing certificate, and he acknowledged to me that he executed the same.

N. GANO DUNN,
Notary Public, City and Co. of New York.

OFFICE OF THE HARLEM GAS LIGHT CO.,
No. 76 NASSAU STREET, CITY OF NEW YORK, *May* 27, 1869.

Notice is hereby given that a meeting of the stockholders of the Harlem Gas Light Company will be held on the 21st day of June, next, A. D. eighteen sixty-nine, at the office of the Company, corner of First Avenue and One Hundred and Eleventh Street, in the City of New York, at ten o'clock a. m. of that day, for the purpose of
7025 increasing the amount of the Capital Stock of said Company—said capital now being one million ($1,000,000) dollars—the proposed increase being one million ($1,000,000) dollars—making the whole Capital Stock of said Company the sum of two million ($2,000,000) dollars. Such increase being intended for the purpose of extending the business of the Company, the laying of and extension of mains for conducting gas, and of extending the works of the Company. This notice being given in pursuance of sections twenty and twenty-one of an act entitled "An Act to authorize the formation of Gas Light Companies," passed February 16th, 1848.

BURR WAKEMAN,
HENRY P. McGOWN,
C. ZABRISKIE, JR.,
J. M. HALSTEAD,
ROB. W. RODMAN,
ABM. R. VAN NEST,
THOMAS RUTTER,
Directors.

CITY AND COUNTY OF NEW YORK, *ss:*

C. T. Potter, of the City of New York, being duly sworn, says that he is Principal Clerk in the office of the *Express*, a daily paper

printed and published in the City of New York; and that the notice, of which the annexed is a printed copy, has been regularly published in the said *Express* once in each week for four weeks successively, commencing on the 27th day of May, 1869.

C. T. POTTER.

Sworn to before me this 23d day of June, 1869.

THOS B. KINGSLAND,
Notary Public, C. & C. N. Y.

7026 OFFICE OF THE HARLEM GAS LIGHT COMPANY,
No. 76 NASSAU STREET, CITY OF NEW YORK,
MAY 27*th*, 1869.

"Notice is hereby given that a meeting of the stockholders of the Harlem Gas Light Company will be held on the 21st day of June next, A. D. 1869, at the office of the company, corner of First Avenue and 111th Street, in the City of New York, at ten o'clock a. m. of that day, for the purpose of increasing the amount of Capital Stock of said Company—said capital now being one million ($1,000,000) dollars—the proposed increase being one million ($1,000,000) dollars—making the whole Capital Stock of said Company the sum of two million ($2,000,000) dollars. Such increase being intended for the purpose of extending the business of the Company, the laying of and extension of mains for conducting gas, and of extending the works of the Company."

This notice being given in pursuance of Sections 20 and 21 of an act entitled "An Act to authorize the formation of Gas Light Companies, passed February 16, 1848.

BURR WAKEMAN.
HENRY P. McGOWN.
C. ZABRISKIE, JR.
J. M. HALSTEAD.
ROB. W. RODMAN.
ABM. R. VAN NESS.
THOS. RUTTER.

CITY, COUNTY, AND STATE OF NEW YORK, *ss:*

N. Gano Dunn, of said City, being duly sworn, doth depose and say that he is a clerk in the office of the Harlem Gas Light Company; that he deposited in the general post office in the City of New York on the 27th day of May, A. D. 1869, between the hours of three and four o'clock p. m. of that day, a true copy of the above
7027 annexed printed notice, addressed to each and every person named and mentioned on the books of the said Company, as a stockholder of said Company on said last-named day, and that the said notices, so deposited as aforesaid, were addressed to said persons, at their last-known place of residence, and the postage paid thereon by deponent, and further deponent saith not.

N. GANO DUNN.

Sworn to before me this 27th day of May, 1869.

ERASMUS F. BROWN,
Notary Public, N. Y. City & Co.

COMPLAINANT'S EXHIBIT 15.

CERTIFICATE OF INCORPORATION OF THE MUNICIPAL OXYGEN GAS COMPANY OF THE CITY OF NEW YORK.

READ ON BEHALF OF COMPLAINANTS.

We, George Shea, Sydney Howard Gay, Robert M. C. Graham, Henry J. Robinson, Richard M. Harison, James M. Varnum and Henry H. Porter do hereby certify that we have formed a company under the provisions of the Act entitled, "An Act to authorize the formation of Gas Light Companies" passed February 16th, 1848, and the several Acts amendatory thereof, and

First. The corporate name of the said Company is The Municipal Oxygen Gas Company, of the City of New York.

Second. The objects for which the company is formed are
7028 the manufacturing and supplying gas for lighting the streets and public and private buildings in the City of New York.

Third. The amount of the Capital Stock of the said Company is five hundred thousand dollars.

Fourth. The term of the existence of the Company is to be fifty years.

Fifth. The said capital is divided into five thousand shares of one hundred dollars each.

Sixth. The number of Directors who will manage the concerns of said Company for the first year is seven and their names are George Shea, Robert M. C. Graham, Sydney H. Gay, Henry J. Robinson, James M. Varnum, Richard M. Harison and Henry H. Porter.

Seventh. The operations of the said Company are to be carried on in the City and County of New York.

New York, May 29, 1874.

GEO. SHEA.
SYDNEY HOWARD GAY.
R. M. GRAHAM.
HENRY J. ROBINSON.
R. M. HARISON.
JAMES M. VARNUM.
H. H. PORTER.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On this twenty-ninth day of May, one thousand eight hundred and seventy-four, before me personally appeared George Shea, Robert M. C. Graham, Sydney Howard Gay, Henry J. Robinson, Richard M. Harison, James M. Varnum and Henry H. Porter, to me known to be the individuals described in and who executed the fore-
7029 going certificate, and acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

COMPLAINANT'S EXHIBIT 16.

ORDER CHANGING NAME OF MUNICIPAL OXYGEN GAS COMPANY TO MUNICIPAL GAS LIGHT COMPANY.

READ ON BEHALF OF COMPLAINANTS.

At a Special Term of the Supreme Court of the State of New York, in and for the County of New York, held at the Court House in the City of New York, on the fifth day of June, 1876.

Present: Hon. Charles Donohue, Justice.

In the Matter of the Application of THE MUNICIPAL OXYGEN GAS COMPANY OF THE CITY OF NEW YORK, for Leave to Change its Corporate Name and Assume the Name and Title of the Municipal Gas Light Company of New York.

The Municipal Oxygen Gas Company of the City of New York, having applied by petition to this Court for leave to change
7030 its corporate name and to assume the name and title of the Municipal Gas Light Company of New York, in accordance with the provisions of the Statutes in such case made and provided;

And it appearing by said petition that notice of application for such change of name has been published for six weeks in the State paper, and in two newspapers in the City and County of New York, where the only business office and principal corporate property of said Corporation are situate, one of the said newspapers being one of those designated to publish the Session Laws in and for said County; and also that such application was made in pursuance of a resolution of the Board of Directors of said Corporation; and it appearing to the satisfaction of this Court that there is no reasonable objection to granting such petition, and allowing said corporation to change its name and assume the name and title mentioned in said petition.

Now, on reading and filing said petition, and on motion of Varnum and Harison, of counsel for the petitioners, it is ordered that the prayer of said petition be and the same hereby is granted, and that the said Municipal Oxygen Gas Company of the City of New York be and they are hereby authorized, from and after the seventh day of July, 1876, to change their name and assume, be known by and use the name and title of the "Municipal Gas Light Company of New York," upon complying with the provisions and requirements of the Statutes in such case made and provided.

And it is further ordered that a copy of this order be filed in the office of the Secretary of State and with the Clerk of the City and County of New York, and be published once in each week for four weeks successively in the *Daily Register*, a newspaper published in the City and County of New York.

CHARLES DONOHUE, *J. S. C.*

7031 STATE OF NEW YORK, *City and County of New York, ss:*

I, William Walsh, Clerk of the City and County, and Clerk of the Supreme Court of said State for said County, do certify, that I have compared the preceding with the original order for change of name on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

Endorsed, filed and recorded 7 June, 1876, 11 h. 40 m.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 7th day of June, 1876.

[SEAL.] WM. WALSH, *Clerk.*

COMPLAINANT'S EXHIBIT 17.

CERTIFICATE OF INCREASE OF STOCK OF THE MUNICIPAL GAS LIGHT COMPANY OF NEW YORK.

READ ON BEHALF OF COMPLAINANTS.

STATE OF NEW YORK, *City and County of New York, ss:*

This is to certify that a meeting of the stockholders of the Municipal Gas Light Company of New York was held at the office of the company, No. 360 Fourth Avenue, New York City, on the 26th day of February, 1880, pursuant to a notice signed by C. G. Francklyn, Peter Gardner, George W. King, Oswald O. Hendorfer, E. Stern, William Schwartzwaelder, L. Delmonico, S. Hawk and Samuel C. Thompson, stating that a meeting of the stockholders of said
7032 company would be held at the office of the said Company, No. 360 Fourth Avenue, New York City, on Thursday, the 26th day of February, one thousand eight hundred and eighty, between the hours of noon and one o'clock p. m., and that the object of such meeting was to increase the Capital Stock of the Company pursuant to law from two millions of dollars to three millions of dollars.

That said notice was duly published in the *Evening Post*, a newspaper published in the County of New York, in which the business of the Company is carried on, for three successive weeks, and that a printed copy of such notice addressed to each stockholder of said Company was deposited in the post office in the City of New York at least three weeks previous to the date fixed upon for holding such meeting (a copy of said notice with due proof of the publication thereof and of the deposit of copies thereof in the post office addressed as above stated is hereto annexed).

That at the time and place specified in said notice stockholders appeared in person or by proxy in numbers representing more than two-thirds of all the shares of the Capital Stock of said Company and organized by choosing Mr. William Schwartzwaelder, one of the Directors of said Company, Chairman of the meeting, and Mr. Philip Allen, a suitable person, Secretary, and the meeting thereupon proceeded to a vote of those present in person and by proxy on the question of increasing the Capital Stock of said Company from two mil-

lions of dollars to three millions of dollars as specified in the notice of meeting, and on canvassing, it appeared that votes representing seventeen thousand and fourteen (17,014) shares, being more than two-thirds of all the shares of Stock of said Company, were cast and given in favor of increasing the Capital Stock of said Company from two millions of dollars to three millions of dollars and none against such increase.

And it is further certified that the amount of the Capital
7033 Stock of the Company actually paid in and the whole amount of its debts and liabilities are as follows:

Seven thousand shares of said Stock (of the par value of seven hundred thousand dollars) have been issued in payment for patents, rights, lands, buildings, mains, and machinery transferred to the Company at fair valuations and valued at $700,000. Thirteen thousand shares of said stock of the par value of $1,300,000 have been subscribed for and their par value actually paid in in cash. The whole amount of the debts and liabilities of the Company is about and does not exceed $773,235.76, of which sum $765,597.13 is owing for principal and accrued interest upon Bonds issued or the payment of which has been assumed by said Company and which are secured by Mortgage on real estate owned by it.

And it is further certified that the Capital Stock of the Company has heretofore been two millions of dollars, divided into twenty thousand shares of one hundred dollars each, and that the amount to which it is to be increased is three millions of dollars, in thirty thousand shares of one hundred dollars each.

In Witness Whereof the said William Schwartzwaelder, the Chairman of said meeting, and the said Philip Allen, the Secretary thereof, have hereunto set their hands, this third day of March, One thousand eight hundred and eighty.

WM. SCHWARTZWAELDER.

Countersigned by:
PHILIP ALLEN.

7034 STATE OF NEW YORK, *City and County of New York, ss:*

William Schwartzwaelder, being duly sworn, said that he was the Chairman of the meeting of stockholders of the Municipal Gas Light Company of New York referred to in the above certificate, and that the matters in said certificate set forth are true to the best of his knowledge, information and belief.

WM. SCHWARTZWAELDER.

Sworn to before me this 3d day of March, 1880.

SAMUEL J. YOUNG,
Notary Public, Kings County.

Certificate filed (956).

CITY AND COUNTY OF NEW YORK, *ss:*

On the third day of March, in the year one thousand eight hundred and eighty, before me personally appeared William Schwartzwaelder, to me personally known and known to me to be the indi-

vidual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

SAMUEL J. YOUNG,
Notary Public, Kings County.

Certificate filed (956).

STATE OF NEW YORK, *City and County of New York, ss:*

Philip Allen, being duly sworn, saith that he is the Secretary of the Municipal Gas Light Company of New York, that the schedule hereto annexed marked "A" contains a true and correct list of the stockholders of said Company, on the fourth day of February,
7035 1880, and of their respective residences as they appeared on the books of said Company on that day, and that said list is in all respects correct to the best of deponent's knowledge and belief.

PHILIP ALLEN.

Sworn to before me this 3d day of March, 1880.

SAMUEL J. YOUNG,
Notary Public, Kings County.

Certificate filed (956).

STATE OF NEW YORK, *City and County of New York, ss:*

George W. Beckwith, being duly sworn, saith that on the fourth day of February, 1880, he deposited in the post office at No. 401 Third Avenue, near 29th Street, in the City of New York, a printed copy of the notice hereto annexed marked "B," contained in a securely closed postpaid wrapper addressed to each of the persons mentioned in the schedule hereto annexed marked "A," at their respective residences as therein specified.

GEORGE W. BECKWITH.

Sworn to before me this 3d day of March, 1880.

SAMUEL J. YOUNG,
Notary Public, Kings County.

Certificate filed (956).

STATE OF NEW YORK, *City and County of New York, ss:*

I, William A. Butler, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and
7036 County, being a Court of Record, do hereby certify that Samuel J. Young has filed in the Clerk's office of the County of New York a certified copy of his appointment as Notary Public for the County of Kings with his autograph signature, and was at the time of taking the annexed deposition duly authorized to take the same, and that I am well acquainted with the handwriting of said Notary Public, and verily believe that the signature to the annexed certificate to be genuine.

In Testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 6th day of March, 1880.

[SEAL.] WM. A. BUTLER, *Clerk.*

COMPLAINANT'S EXHIBIT 18.

CERTIFICATE OF INCORPORATION OF KNICKERBOCKER GAS LIGHT COMPANY.

READ ON BEHALF OF COMPLAINANTS.

We, the undersigned, being desirous to form a Company under and by virtue of the Act of the Legislature of the State of New York, passed February 16th, 1848, entitled "An Act to authorize the formation of Gas Light Companies," and the various Acts amendatory and supplementary thereof, for the purpose of manufacturing and supplying gas for lighting the streets and public and private buildings of the City and County of New York, State of New York, do hereby certify, that the corporate name of said Company shall be the Knickerbocker Gas Light Company.

That the object for which the Company is formed is the
7037 manufacturing, supplying, vending and conducting of gas and doing all necessary things for the purpose of manufacturing and vending gas and lighting public and private buildings, streets, avenues and parks in the City of New York with the same.

That the amount of the Capital Stock is one million five hundred thousand dollars.

That the term of existence of the Company shall be fifty years.

That the Capital Stock shall consist of Fifteen thousand shares of the par value of one hundred dollars each.

That the number of Directors who shall manage the concerns of the Company for the first year shall be five and their names are:

Robert M. C. Graham, of New York City.
Jared E. Redfield, of Essex, Connecticut.
Tilbon E. Doolittle, of New Haven, Conn.
John Sickles, of New York City.
George Howes, of New York City.

The operations of said Company are to be carried on in the City and County and State of New York.

In Witness Whereof, we have hereunto set our hands and seals this twenty-fourth day of June, in the year one thousand eight hundred and seventy-six.

ROBERT M. C. GRAHAM. [SEAL.]
TILBON E. DOOLITTLE. [SEAL.]
JARED E. REDFIELD. [SEAL.]
JOHN SICKLES. [SEAL.]
GEORGE HOWES. [SEAL.]

STATE OF NEW YORK, *City and County of New York, ss:*

On this twenty-fourth day of June, in the year of our Lord one thousand eight hundred and seventy-six, before me personally appeared Robert M. C. Graham, Tilbon E. Doolittle, Jared E. Red-

field, John Sickles and George Howes, to me known to be the
7038 individuals described in and who executed the foregoing certificate, and they severally before me signed the said certificate and acknowledged that they signed the same for the purposes therein mentioned.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *City and County of New York, ss:*

I, William Walsh, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, do hereby certify, that M. A. Potter, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the law of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the said Court and County, the 10th day of July, 1876.

WILLIAM WALSH, *Clerk.*

7039 By consent, simply the description of the lands conveyed by the deeds offered and received in evidence as Complainant's Exhibit- 19 to 47, both inclusive, are incorporated in the printed book of exhibits in the case, as follows:

COMPLAINANT'S EXHIBIT 19.

DESCRIPTION OF PROPERTY CONVEYED BY

THE NEW YORK GAS LIGHT COMPANY

TO THE

CONSOLIDATED GAS COMPANY OF NEW YORK.

Dated November 10, 1884.

Conveying the following property:

ALL THOSE certain lots, pieces or parcels of land situate, lying and being in the City of New York, with the buildings thereon, which are severally bounded and described as follows, viz.:

FIRST. Beginning at a point in the southerly line of Twentieth Street distant westerly ninety-three feet ten and one-half inches from the corner formed by the intersection of the westerly line of

Avenue A with the southerly line of Twentieth Street, running thence southwardly parallel with the westerly line of Avenue A, ninety-two feet to the centre line of the block; thence westwardly along said centre line, parallel with the southerly line of Twentieth Street, one hundred and seventy-six feet; thence northwardly again parallel with the westerly line of Avenue A ninety-two feet to the southerly line of Twentieth Street; thence eastwardly along the southerly line of Twentieth Street one hundred and seventy-six feet to the point of beginning.

7040 SECOND. ALL that certain parcel of land bounded as follows: Beginning at a point in the northerly line of Twentieth Street, distant eastwardly ninety-six feet from the corner formed by the intersection of the easterly line of First Avenue with the northerly line of Twentieth Street; and running thence northwardly parallel with the easterly line of the First Avenue to the southerly line of Twenty-first Street, thence eastwardly along said southerly line of Twenty-first Street to the corner formed by the intersection of the said southerly line of Twenty-first Street with the Westerly line of Avenue A, thence southwardly along said westerly line of Avenue A one hundred and four feet; thence westwardly parallel with the southerly line of Twenty-first Street seventy feet; thence again southwardly parallel with the westerly line of Avenue A eighty feet to the northerly line of Twentieth Street; and thence again westwardly along said northerly line of Twentieth Street to the point of beginning.

THIRD. ALL that certain lot of land bounded as follows: Beginning at the corner formed by the intersection of the northerly line of Twentieth Street with the westerly line of Avenue A and running thence northwardly along said westerly line of Avenue A twenty feet; thence westwardly, parallel with the northerly line of Twentieth Street, seventy feet; thence southwardly parallel with the westerly line of Avenue A twenty feet to the northerly line of Twentieth Street, and thence eastwardly along the northerly line of Twentieth Street seventy feet to the point of beginning. Together with the right to use as a party wall the southerly wall of the building standing on the premises adjoining on the north the last-described lot of land.

7041 FOURTH. ALL the block bounded northwardly by Twenty-second Street, southwardly by Twenty-first Street, eastwardly by Avenue A and westwardly by the First Avenue.

FIFTH. ALL that certain parcel of land bounded as follows: Beginning at the intersection of the southerly line of Twenty-first Street with the easterly line of Avenue A and running thence eastwardly along said southerly line of Twenty-first Street and the same line continued into the East River to the easterly boundary of the lands and lands under water which were granted by the Mayor, Aldermen Commonalty of the City of New York to Edward Roberts and Joseph A. Benjamin by a certain grant bearing date the twenty-third day of February, one thousand eight hundred and fifty-two, and recorded in the Comptroller's Office of the City of New York in

Book I of City Grants, page 79; thence southwardly along said easterly boundary until said boundary meets an extension of the northerly line of Twentieth Street; thence westwardly along such extension of the northerly line of Twentieth Street and the northerly line of Twentieth Street to a point on said northerly line distant eastwardly seventy feet from the corner formed by the intersection of said southerly line of Twentieth Street with the easterly line of Avenue A; thence northwardly parallel with the easterly line of Avenue A to the centre line of the block; thence again westwardly along said centre line and parallel with the northerly line of Twentieth Street, seventy feet to the easterly line of Avenue A; thence northwardly along said easterly line of Avenue A twenty-three feet; thence easterly parallel with the northerly line of Twentieth Street seventy feet; thence northwardly parallel with the easterly line of Avenue A twenty-three feet; thence westwardly parallel with the northerly line of Twentieth Street to the easterly line of Avenue A; and thence northwardly along said easterly line of Avenue A forty-six feet to the corner, the point of beginning. TOGETHER with the
7042 northerly half of Twentieth Street and the southerly half of Twenty-first Street lying in front of said premises or included in the said grant to Edward Roberts and Joseph A. Benjamin, and ALSO, all water rights, water privileges, wharfage, cranage, rights of wharfage and cranage, lands covered with water and pre-emptive or other rights to land to be gained out of the East River appurtenant to the said premises or to which the party of the first part is or may be or become entitled by reason of the ownership of the said premises or of any part thereof.

SIXTH. ALL that certain parcel of land bounded as follows: Beginning at the southeasterly corner of Twenty-second Street and Avenue A, running thence eastwardly along the southerly line of Twenty-second Street, and an extension of said line into the East River to the easterly boundary of the land and land under water which were granted to the party of the first part by the Mayor, Aldermen and Commonalty of the City of New York, by a certain Indenture bearing date the twenty-third day of February, one thousand eight hundred and fifty-two, and recorded in the office of the Register of the City and County of New York on the eighth day of January, one thousand eight hundred and fifty-three, in Liber 625 of Conveyances, page 91; thence southwardly along said easterly boundary to an extension of the northerly line of Twenty-first Street; thence westwardly along such extended line of Twenty-first Street and said northerly line of Twenty-first Street to Avenue A; thence northwardly along Avenue A to the corner the point of beginning. TOGETHER with the northerly half of Twenty-first Street and the southerly half of Twenty-second Street lying in front of said premises, or included in the said grant to the party of the first part. ALSO, ALL water rights, water privileges, wharfage, cranage, rights of wharfage and cranage, lands covered with water and pre-
7043 emptive or other rights to land to be gained out of the East River, appurtenant to the said premises or to which the party of the first part is or may be or become entitled by reason of the

ownership of the said premises or of any part thereof. ALSO, the pier or wharf extending into the East River built partly on the said premises and partly upon the premises in this indenture fifthly described.

SEVENTH. ALL that parcel of land bounded as follows: Beginning at the corner formed by the intersection of the northerly side of Hester Street with the easterly side of Elizabeth Street, and running thence northwardly along Elizabeth Street one hundred and fifty feet to land now or late of Jacob Hanly; thence eastwardly parallel with Hester Street and along said last-mentioned land one hundred feet to land now or late of Norman Cook; thence southwardly along said land and along lands now or late of Isaac Underhill and others, and parallel with Elizabeth Street one hundred and fifty feet to Hester Street; and thence westwardly along Hester Street, one hundred feet to the said corner the point or place of beginning.

ALSO, all other real estate belonging to the party of the first part, situate in the City of New York and elsewhere, with all appurtenances belonging thereto, all lands and rights to lands under water, all leasehold property, all mains, service pipes and meters, all patents and licenses or rights to use patents, all machinery, plant, tools, horses, wagons, carts and all other property used by said party of the first part in the manufacture of gas; all office furniture and stationery, maps, drawings of property and apparatus owned by the said party of the first part, and all licenses to lay mains and pipes.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise ap-
7044 pertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above-described premises and every part and parcel thereof with the appurtenances.

COMPLAINANT'S EXHIBIT 20.

ALL THOSE certain lots, pieces or parcels of land situate, lying and being in the City of New York, which are severally bounded and described as follows, viz:

FIRST. ALL that certain parcel of land bounded northerly by the centre line of Fifteenth Street; southerly by the centre line of Fourteenth Street; westerly by the centre line of Avenue D, and easterly by the East River. AND ALSO ALL the bulkhead along said East River between the centre line of Fourteenth Street and the centre line of Fifteenth Street; and also all the water front, water rights, water privileges, wharfage and cranage, rights of wharfage and cranage, lands covered with water and pre-emptive or other rights to land which may hereafter be gained out of the East River by reason of any grant or extension of the exterior line of the City of New York into the East River, or otherwise, between said centre

lines of Fourteenth and Fifteenth Streets as continued into the East River in front of or adjoining said bulkhead and premises.

SECOND. ALL that certain parcel of land bounded northerly by the centre line of Sixteenth Street; southerly by the centre line of Fifteenth Street; westerly by the centre line of Avenue D,
7045 and easterly by the East River, together with the bulkhead built along said East River from the centre line of Fifteenth Street to the centre line of Sixteenth Street; and also all the right, title, interest, property and claims of the said party of the first part in and to the water rights, water property, water privileges, wharfage, cranage, rights of wharfage and cranage, land covered with water and pre-emptive or other rights to land which may hereafter be gained out of the East River by reason of any grant or extension of the exterior line of the City of New York or otherwise between the centre line of said Fifteenth Street and the centre line of said Sixteenth Street as continued into the said East River in front of the said premises.

THIRD. ALL the block bounded southerly by Fourteenth Street, northerly by Fifteenth Street, easterly by Avenue D, and westerly by Avenue C.

FOURTH. ALL the block bounded southerly by Fifteenth Street, northerly by Sixteenth Street, easterly by Avenue D, and westerly by Avenue C.

FIFTH. ALL those certain lots of land bounded as follows: Beginning at the corner formed by the intersection of the westerly line of Avenue C with the northerly line of Fourteenth Street, and running thence northerly along the westerly line of Avenue C to the southerly line of Fifteenth Street two hundred and six feet and six inches; thence westwardly along said southerly line of Fifteenth Street four hundred and thirty-four feet, thence southwardly parallel with the westerly line of Avenue C one hundred and three feet three inches to the centre line of the block; thence westwardly, along said centre line ten and one-half inches, thence again southwardly and parallel with the westerly line of Avenue C one hundred and three feet three inches to the northerly line of Fourteenth Street, and thence eastwardly along said northerly line of Fourteenth
7046 Street four hundred and thirty-four feet ten and one-half inches to the corner the place of beginning.

SIXTH. ALL those certain lots of land bounded as follows: Beginning at a point on the northerly line of Seventeenth Street distant one hundred and eighty-eight feet, westerly, from the northwesterly corner of said Seventeenth Street and Avenue C; thence running northwardly parallel with the westerly line of Avenue C, one hundred and eighty-four feet to the southerly line of Eighteenth Street; thence westwardly along said southerly line of Eighteenth Street, three hundred and fifty feet; thence southwardly and parallel with the westerly line of Avenue C, one hundred and eighty-four feet to the northerly line of Seventeenth Street, and thence eastwardly along said northerly line of Seventeenth Street, three hundred and fifty feet to the point the place of beginning.

SEVENTH. ALL that certain piece or parcel of land bounded as

follows: Beginning at a point on the southerly line of Fifteenth Street, distant westerly three hundred feet from the southwesterly corner of said Fifteenth Street and Avenue B, running thence southwardly parallel with the westerly line of Avenue B, one hundred and three feet and three inches; thence northwestwardly and parallel with the said southerly line of Fifteenth Street, one hundred and fifty feet; thence northeastwardly and parallel with the westerly line of Avenue B, ten feet and six inches, or thereabouts, to a line drawn east and west through the centre of a piece of ground heretofore called Stuyvesant Street; thence, eastwardly, along said last-mentioned line one hundred and sixty-five feet and four inches, or thereabouts, to a point in the said southerly line of Fifteenth Street distant three hundred and fifty-two feet and nine inches easterly from the southeasterly corner of said Fifteenth Street and Avenue A,
7047 and thence southeastwardly along said southerly line of Fifteenth Street, thirteen feet three inches to the point or place of beginning.

EIGHTH. ALL that certain parcel of land bounded as follows: Beginning at the point formed by the intersection of the easterly line of Irving Place with the southerly line of Fifteenth Street, and running thence southwardly along said easterly line of Irving Place, fifty-nine feet; thence eastwardly, and parallel with the southerly line of Fifteenth Street, ninety-two feet; thence again southwardly, parallel with the Easterly line of Irving Place, twenty-five feet; thence again eastwardly, parallel with the southerly line of Fifteenth Street; fifty feet; thence northwardly, again parallel with the easterly line of Irving Place, eighty-four feet, to the southerly line of Fifteenth Street, and thence westwardly along said southerly line of Fifteenth Street, one hundred and forty-two feet to the point the place of beginning.

NINTH. ALL the block bounded southerly by Sixteenth Street, northerly by Seventeenth Street, easterly by Tenth Avenue, and westerly by the Eleventh Avenue.

TENTH. ALL the block bounded southerly by Seventeenth Street, northerly by Eighteenth Street, easterly by the Tenth Avenue, and westerly by the Eleventh Avenue.

ELEVENTH. ALL that certain parcel of land bounded as follows: Beginning at the point formed by the intersection of the westerly line of the Tenth Avenue with the southerly line of Nineteenth Street, and running thence westwardly along said southerly line of Nineteenth Street, one hundred and twenty-five feet; thence southwardly, parallel with the westerly line of the Tenth Avenue, ninety-two feet to the centre line of the block between Eighteenth
7048 and Nineteenth Streets; thence westwardly along said centre line and parallel with the southerly line of Nineteenth Street, two hundred and fifty feet; thence northwardly parallel with the westerly line of the Tenth Avenue, ninety-two feet, to the southerly line of Nineteenth Street; thence westwardly, along said southerly line of Nineteenth Street, one hundred and fifty feet; thence southwardly, parallel with the westerly line of the Tenth Avenue, one hundred and eighty-four feet, to the northerly line of Eighteenth Street,

thence eastwardly, along said northerly line of Eighteenth Street, five hundred and twenty-five feet to the westerly line of the Tenth Avenue, and thence northwardly along said westerly line of Tenth Avenue, one hundred and eighty-four feet, to the point the place of beginning.

TWELFTH. ALL that certain parcel of land bounded as follows: Beginning at a point on the southerly line of Nineteenth Street, distant, westerly, one hundred and seventy-five feet from the corner formed by the intersection of said southerly line of Nineteenth Street with the westerly line of the Tenth Avenue, and running thence southwardly and parallel with the westerly line of the Tenth Avenue, ninety-two feet, to the centre line of the block; thence westwardly, along said centre line, and parallel with the southerly line of Nineteenth Street, twenty-five feet; thence northwardly, and again parallel with the westerly line of the Tenth Avenue, nine--two feet to the southerly line of Nineteenth Street, and thence eastwardly along said southerly line of Nineteenth Street, twenty-five feet to the point the place of beginning.

THIRTEENTH. ALL that certain parcel of land bounded as follows: Beginning at a point on the southerly line of Nineteenth Street, distant westerly two hundred and twenty-five feet from the corner formed by the intersection of the westerly line of the
7049 Tenth Avenue with the southerly line of Nineteenth Street, and running southwardly parallel with the westerly line of the Tenth Avenue, ninety-two feet to the centre of the block; thence westwardly along said centre line and parallel with the southerly line of Nineteenth Street, one hundred feet; thence northwardly, again parallel with the westerly line of the Tenth Avenue, ninety-two feet to the southerly line of Nineteenth Street, and thence eastwardly along said southerly line, one hundred feet to the point the place of beginning.

FOURTEENTH. ALL that certain parcel of land bounded as follows: Beginning at the corner formed by the intersection of the easterly line of the Eleventh Avenue with the northerly line of Nineteenth Street, and running thence eastwardly along the said northerly line of Nineteenth Street, three hundred and fifty feet; thence northwardly, parallel with the westerly line of the Eleventh Avenue, one hundred and eighty-four feet to the southerly line of Twentieth Street; thence westwardly along said southerly line of Twentieth Street, three hundred and fifty feet to the easterly line of the Eleventh Avenue, and thence southwardly along said easterly line one hundred and eighty-four feet to the corner the place of beginning.

FIFTEENTH. ALL the block bounded easterly by the Eleventh Avenue, northerly by Seventeenth Street, southerly by Sixteenth Street, and westerly by the Thirteenth Avenue, and also all the bulkhead on the Hudson River in front of the said premises, together with all water front, water rights, water privileges, wharfage, cranage, and rights of wharfage and cranage and the pre-emptive or other rights of the party of the first part to land which may hereafter be gained

out of the Hudson River in front of or adjoining said premises or bulkhead.

7050 SIXTEENTH. ALL the block bounded northerly by Eighteenth Street, southerly by Seventeenth Street, easterly by the Eleventh Avenue, and westerly by the Thirteenth Avenue; and also all the bulkhead on the Hudson River in front of the said premises, together with all the water front, water rights, water privileges, wharfage, cranage, and rights of wharfage and cranage and the pre-emptive or other rights of the party of the first part to land which may hereafter be gained out of the Hudson River, in front of or adjoining said premises or bulkhead.

AND ALL other real estate belonging to the party of the first part, situate in the City of New York and elsewhere, with all appurtenances belonging thereto, all lands and rights to lands under water, all leasehold property, all mains, service pipes and meters, all patents and licenses or rights to use patents, all machinery, plant, tools, horses, wagons, carts and all other property used by said party of the first part in the manufacture of gas, all office furniture and stationery, maps, drawings of property and apparatus owned by the said party of the first part, and all licenses to lay mains and pipes.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the said party of the first part, of, in and to the above-described premises, and every part and parcel with the appurtenances.

7051 COMPLAINANT'S EXHIBIT 21.

ALL those certain lots, pieces or parcels of land with the buildings thereon erected situate, lying and being in the Twenty-second Ward of the City of New York and bounded and described as follows, viz.:

Beginning at a point on the northerly side of Forty-fourth Street, distant one hundred feet easterly from the westerly line of Eleventh Avenue and running thence westerly along the said northerly side of Forty-fourth Street to the exterior line of the City of New York; thence northerly along said exterior line to the southerly line of Forty-sixth Street; thence easterly along said southerly line of Forty-sixth Street to a point distant three hundred feet westerly from the westerly line of Eleventh Avenue; thence southerly and parallel with Eleventh Avenue to the southerly line of Forty-fifth Street, thence easterly along said southerly line of Forty-fifth Street, one hundred feet to a point distant two hundred feet westerly from the westerly line of Eleventh Avenue; thence southerly and parallel with Eleventh Avenue, one hundred feet five inches to the centre line of the block between Forty-fourth and Forty-fifth Streets; thence easterly along said centre line one hundred feet; thence southerly

and parallel with Eleventh Avenue, one hundred feet five inches to the point or place of beginning; and also all the right, title and interest of the party of the first part of, in and to said Forty-fourth. Forty-fifth and Forty-sixth Streets, and of and to the land lying in the Hudson River in front of said premises.

AND also that certain other lot of land bounded and described as follows: Beginning at a point on the southerly side of Forty-fifth Street, distant one hundred and fifty-eight feet four inches westerly from Eleventh Avenue and running thence westerly along
7052 the southerly side of Forty-fifth Street, sixteen feet eight inches; thence southerly and parallel with Eleventh Avenue, one hundred feet five inches, to the middle line of the block; thence easterly along said middle line sixteen feet eight inches; thence northerly and parallel with Eleventh Avenue, one hundred feet five inches to the southerly side of Forty-fifth Street to the point or place of beginning.

And also all other real estate belonging to the said party of the first part in the City of New York and elsewhere and all the appurtenances and all lands and rights to lands under water, all leasehold property, all mains, services, pipes and meters, all patents and licenses or rights to use patents, all machinery, plant, tools horses wagons carts, and all other property used by said company in the manufacture of gas all office furniture and stationery, maps, drawings of property and apparatus owned by said company at the present time, together with its corporate rights, franchises, licenses to lay mains and pipes and privileges of every kind whatsoever.

COMPLAINANT'S EXHIBIT 22.

ALL those certain lots, pieces or parcels of land with the buildings thereon erected situate, lying and being in the Twelfth Ward of the City of New York and bounded and described as follows:

Beginning at the point formed by the intersection of the centre line of Ninety-eighth Street with the centre line of Second Avenue and running thence easterly along the centre line of Ninety-eighth Street to the Harlem River; thence in a northerly direction along the said Harlem River to the centre line of Ninety-ninth Street; thence westerly along said centre line of Ninety-ninth Street to the centre line of Second Avenue; thence southerly along the centre line of Second Avenue to the point or place of beginning.

7053 AND also all other real estate belonging to the said party of the first part in the City of New York and elsewhere, and all the appurtenances and all lands and rights to lands under water, all leasehold property, all mains, services, pipes and meters, all patents and licenses or rights to use patents, all machinery, plant, tools, horses, wagons, carts, and all office furniture and stationery, maps, drawings of property and apparatus owned by said company at the present time, together with its corporate rights, franchises, licenses to lay mains and pipes and privileges of every kind whatsoever.

COMPLAINANT'S EXHIBIT 23.

ALL those certain lots, pieces or parcels of land situate, lying and being in the City of New York which are severally bounded and described as follows, viz:

FIRST. ALL that certain tract, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, which is more particularly bounded and described as follows, to wit: Beginning at the corner formed by the intersection of the southerly line of One Hundred and Eleventh Street with the westerly line of First Avenue, and thence westerly along said southerly line of One Hundred and Eleventh Street, four hundred and seventy-five feet; thence southerly and parallel with First Avenue, one hundred and twenty feet eleven and three-quarter inches to the southwesterly boundary line of property formerly belonging to the Estate of George Bradish, deceased; thence southeasterly along said southwesterly boundary line of said Bradish Estate, one hundred and twenty-five feet to the point where said southwesterly boundary line of the Bradish Estate intersects the northerly line of One Hundred
7054 and Tenth Street, and thence easterly along the said northerly line of One Hundred and Tenth Street, four hundred and one feet and seven inches, to the corner formed by the intersection of the said northerly line of One Hundred and Tenth Street with the said westerly line of First Avenue, and thence northerly along said westerly line of First Avenue two hundred and one feet and ten inches to the point or place of beginning.

SECOND. All that certain lot, piece or parcel of land, situate, lying and being in the Twelfth Ward of the City of New York, which is more particularly bounded and described as follows to wit: Beginning at the corner formed by the intersection of the northerly line of One Hundred and Eleventh Street with the westerly line of First Avenue, and running thence northerly along said westerly line of the First Avenue seventy-five feet ten and three-quarter inches; thence westerly and parallel with One Hundred and Eleventh Street, one hundred feet; thence northwesterly along the easterly boundary line of lands formerly belonging to the Estate of George Bradish, deceased, to a point in the southerly line of One Hundred and Twelfth Street; where the said easterly boundary line of the said Bradish Estate intersects the said southerly line of One Hundred and Twelfth Street, and thence westerly along the said southerly line of One Hundred and Twelfth Street seventeen feet and two inches; thence southerly and parallel with the First Avenue two hundred and one feet and ten inches to the northerly line of One Hundred and Eleventh Street, and thence easterly along the said northerly line of One Hundred and Eleventh Street, two hundred and twenty-five feet to the point or place of beginning.

THIRD. All that certain tract, piece or parcel of land bounded northerly by the centre line of One Hundred and Eleventh
7055 Street; southerly by the centre line of One Hundred and Tenth Street; westerly by the centre line of the First Avenue,

and easterly by the original high-water line of the Harlem River, as the same winds and turns.

FOURTH. ALL that certain tract, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York which is more particularly bounded and described as follows, to wit: Beginning at the corner formed by the intersection of the northerly line of One Hundred and Eleventh Street with the easterly line of the First Avenue, running thence easterly along said northerly line of One Hundred and Eleventh Street, two hundred and ninety-five feet; thence northerly and parallel with First Avenue, one hundred feet and eleven inches to the centre line of the block between One Hundred and Eleventh and One Hundred and Twelfth Streets; thence westerly along said centre line one hundred and fifty feet; thence northerly again parallel with the First Avenue, one hundred feet and eleven inches to the southerly line of One Hundred and Twelfth Street; thence westerly along said southerly line of One Hundred and Twelfth Street, fifty feet; thence southerly parallel with the First Avenue, fifty-one feet; thence westerly and parallel with One Hundred and Twelfth Street, ninety-five feet to the easterly line of the First Avenue; thence southerly along said easterly line of the First Avenue, one hundred and fifty feet eleven inches to the point or place of beginning.

FIFTH. ALL that certain piece or parcel of land under water in the Harlem River, situate, lying and being in the City of New York adjoining and in front of uplands owned by the said party of the first part and bounded and described as follows, to wit: Beginning at the point where the original high-water line of the said river intersects the continuation of the centre line of One Hun-
7056 dred and Tenth Street; running thence easterly along the continuation of the said centre line one hundred and twenty feet to the exterior or bulkhead line of the said City of New York; thence in a northerly direction along said exterior or bulkhead line two hundred and sixty-five feet and six inches to the intersection of said exterior or bulkhead line with the continuation of the centre line of One Hundred and Eleventh Street; thence along the continuation of the centre line of One Hundred and Eleventh Street in a westerly direction, one hundred and thirty-two feet to the intersection thereof with the original high-water line of said river; thence along said orginal high-water line in a southerly direction as the same winds and turns along the land belonging to the said party of the first part to the intersection thereof with the said centre line of One Hundred and Tenth Street at the point of place of beginning; being the premises which are delineated and colored pink upon a map or diagram annexed to a certain conveyance bearing date the 20th day of May, one thousand eight hundred and seventy, made by the Mayor, Aldermen and Commonalty of the City of New York to the said party of the first part, and recorded in the office of the Register of the City and County of New York in liber 1113 of Conveyances, page 626, on the 7th day of September, 1870, saving and reserving out of the last-mentioned premises so much thereof as may form part of any street or streets, avenues or avenue that may now or hereafter be assigned, designated or laid out through said premises

according to law for the uses and purposes of public streets, avenues and highways.

And also all the bulkhead along the said Harlem River between the centre line of One Hundred and Tenth Street and the centre line of One Hundred and Eleventh Street; and also all the water front, water rights, water privileges, wharfage and cranage, rights of wharfage and cranage, lands covered with water and pre-
7057 emption or other rights to land which may hereafter be gained out of the Harlem River by reason of any grant or extension of the exterior line of the City of New York into the Harlem River between the said centre lines of One Hundred and Tenth and One Hundred and Eleventh Streets as continued into the Harlem River in front of or adjoining said bulkhead and premises.

SIXTH. ALL those certain pieces or parcels of land, situate, lying and being in the Twelfth Ward of the City of New York which are more particularly bounded and described as follows, to wit: Beginning at a point in the easterly line of Broadway or Kingsbridge Road as widened at the southwesterly side of plot number 44 on a certain map entitled "Map of one hundred and twenty-eight acres of land situate in the Twelfth Ward of the City of New York, part of the Estate of Isaac Dykman, deceased, known as Fort George Property," dated September 15th, one thousand eight hundred and sixty-eight, R. Rosa, Surveyor, and filed in the office of the Register of the City and County of New York, November 7th, one thousand eight hundred and sixty-eight, as Map No. 697, running thence southeasterly along the southwesterly side of said plot No. 44, and parallel with the new street laid out by the Commissioners of Central Park, and designated upon said map as Boulevard, or Dykman Street, one hundred and eighty-eight feet and ten inches; thence running southwesterly and at right angles with said Dykman Street, fifty feet; thence running southeasterly and parallel with said Boulevard, four hundred and twenty-six feet, to the centre line of a new street or avenue laid out by the Commissioners of Central Park and designated upon said map as Sherman Avenue; thence running southwesterly along said centre line of Sherman Avenue ninety-three feet and eight inches; thence running northwesterly and parallel with said Boulevard or Dykman Street and along the rear of plots Nos. fifty-two, fifty-one, fifty, forty-nine, forty-eight and
7058 forty-seven, three hundred and fifty-four feet and five inches; thence running northwesterly along plot No. forty-seven on said map one hundred and thirty-one feet and nine inches to the easterly line of Broadway or Kingsbridge Road, and thence running northeasterly along said easterly line of Broadway or Kingsbridge Road three hundred and two feet and seven inches to the point or place of beginning; together with all the right, title and interest of the party of the first part to the one-half part of Broadway or Kingsbridge Road in front of or adjacent to said premises.

SEVENTH. ALL that lot of land situate at Harlem in the City of New York and bounded and described as follows: Beginning at the corner formed by the intersection of the westerly line of the Third Avenue with the northerly line of One Hundred and Fourteenth Street, and thence running westerly along the northerly line

of One Hundred and Fourteenth Street one hundred and eight feet and three inches; thence northerly and parallel with the Third Avenue, one hundred feet and eleven inches to the centre line of the block between One Hundred and Fourteenth and One Hundred and Fifteenth Streets; thence easterly along said centre line eight feet and three inches; thence southerly and parallel with the Third Avenue, seventy-five feet eight and one-quarter inches; thence easterly and parallel with One Hundred and Fourteenth Street, one hundred feet to the Third Avenue, and thence southerly along the westerly side of the Third Avenue, twenty-five feet two and three-quarter inches to the place of beginning, and all other real estate belonging to the party of the first part situate in the City of New York and elsewhere with all the appurtenances belonging thereto, all lands and rights to land under water, all leasehold property, all mains, service pipes and meters, all patents or licenses, etc.

7059 COMPLAINANT'S EXHIBIT 24.

FIRSTLY. All that certain block, piece or parcel of land situated, lying and being in the Twenty-second Ward of the City of New York, bounded and described as follows, viz: Beginning at the southwesterly corner of Eleventh Avenue and Forty-second Street; running thence westerly along the southerly side of Forty-second Street, eight hundred feet, to Twelfth Avenue; thence southerly along the easterly side of Twelfth Avenue, one hundred and ninety-seven feet six inches, to Forty-first Street; thence easterly, along the northerly side of Forty-first Street, eight hundred feet, to Eleventh Avenue, and thence northerly, along the westerly side of Eleventh Avenue, one hundred and ninety-seven feet six inches, to the place of beginning. Together with the right and title of the parties of the first part hereto, of, in and to the said streets and avenues adjoining the said premises to the centres thereof respectively.

AND ALSO, all the estate, right, title and interest of the parties of the first part, of, in and to the land and soil under water, to be made land and gained out of the Hudson or North River, lying in front of the premises hereinabove described, bounded and described as follows, viz: Northerly by the middle of Forty-second Street; easterly by the middle of Twelfth Avenue and the premises hereinabove described; southerly by the middle of Forty-first Street, and westerly by the westerly side of Thirteenth Avenue. And all wharfage, cranage, advantages, emoluments and rights of every name and nature appertaining to the premises hereby conveyed; as the same were granted to Charles Edgar Appleby by the Mayor, Aldermen and Commonalty of the City of New York by Grant or Deed bearing date the twenty-seventh day of August, 1853. Recorded in the office of the Register of the City and County of New York,
7060 in Liber 660 of Conveyances, page 309, March 25, 1854, subject nevertheless to the covenants, restrictions, reservations and conditions in the said Grant or Deed contained, which covenants and conditions the parties hereto of the second part assume and agree to perform. And being the same premises conveyed to the

parties of the first part by the said Charles Edgar Appleby and Sarah E., his wife, by deed dated February 1, 1860, and recorded in the office of the Register of the City and County of New York on the 20th day of July, 1860, in Liber 815 of Conveyances, at page 410.

SECONDLY. ALL those eight certain lots, pieces or parcels of land and premises, situate, lying and being in the Twenty-second Ward of the City of New York in the County and State of New York, which together are bounded and described as follows: Commencing at a point on the northerly side of Forty-first Street, distant one hundred feet easterly from the easterly side of Eleventh Avenue; thence running northerly and parallel with Eleventh Avenue, ninety-eight feet and nine inches to the middle line of the block between Forty-first and Forty-second Streets; thence easterly along said middle line, two hundred feet; thence, southerly, parallel with Eleventh Avenue, ninety-eight feet and nine inches, to the line of Forty-first Street; thence westerly along Forty-first Street two hundred feet to the point or place of beginning. Each of said lots being twenty-five feet front and rear by ninety-eight feet and nine inches in depth. And being the same premises conveyed to the party of the first party by deed dated October 20, 1883, and recorded in Liber 1755 of Conveyances, page 263, on the 20th day of October, A. D. 1883.

THIRDLY. ALL those five certain lots, pieces or parcels of land, situate, lying and being in the Twenty-second Ward of the City of New York, on the northerly side of Forty-second Street, be-
7061 tween the Eleventh and Twelfth Avenues, and designated by the numbers 87, 88, 89, 90 and 91, on a certain map entitled "Map of 245 lots of ground situate in the Twelfth Ward of the City of New York, belonging to the estate of James Clinton Norton, deceased," surveyed May, 1847, by Daniel Ewen, City Surveyor—and which said map was filed in the office of the Register of the City and County of New York, on the — day of July, 1847—which said lots, taken together, are bounded and described as follows to wit: Commencing at a point in the northerly line of Forty-second Street, distant one hundred feet westerly from the northwesterly corner of the Eleventh Avenue and said Forty-second Street, and running thence westerly along the northerly side of Forty-second Street, one hundred and twenty-five feet to lot No. 92; thence northerly, along the easterly side of lot 92, one hundred feet five inches to lot No. 74; thence easterly, along lots Nos. 74, 75, 76, 77 and 78, one hundred and twenty-five feet to lot No. 83; thence southerly, along lots Nos. 83, 84, 85 and 86, one hundred feet five inches to the northerly side of Forty-second Street, the point or place of beginning. Each lot being twenty-five feet in width in front and rear and one hundred feet five inches in depth on each side, and being the same premises conveyed to the party of the first part, by deed dated the 23d day of April, 1868, and recorded in the office of the Register of the City and County of New York, on the 14th day of May, 1868, in Liber 1047 of Conveyances, page 381.

FOURTHLY. ALL that certain lot, piece or parcel of land, situate, lying and being in the City of New York, and bounded and described as follows: Beginning at a point on the northerly

side of Forty-second (42d) Street, distant two hundred and twenty-five (225) feet westerly from the intersection of the westerly side of the Eleventh (11th) Avenue with the northerly side of
7062 Forty-second Street; running thence northerly and parallel to the Eleventh Avenue, one hundred (100) feet and five (5) inches to the center line of the block; thence westerly, along such centre line, and parallel to Forty-second Street, twenty-five (25) feet; thence southerly and parallel to the Eleventh Avenue, one hundred (100) feet and five (5) inches, to the northerly side of Forty-second Street; thence easterly, along the northerly side of Forty-second Street, twenty-five (25) feet to the point or place of beginning. And being the same premises conveyed to the party of the first part, by deed dated twelfth day of June, 1868, and recorded in the office of the Register of the City and County of New York, the 27th day of July, 1868, in Liber 1064 of Conveyances, page 508.

FIFTHLY. All those two certain pieces and parcels of land, situate in the Twenty-second (formerly Ninth and Twelfth) Ward of the City of New York, being part of the Estate of John Somarindyck, late of said city, deceased, and designated and described on a certain map of the said estate, made by William Bridges, sworn surveyor, in November, 1808, and the Deed from the other heirs of the said John Somarindyck, by Lots No. 8 and Letter "H"; bounded westerly in front by Hudson River; northern by lots designated on said map by letter "I" and No. 9; easterly by the Tenth Avenue, and southerly by lots designated on said map by No. 7 and letter "G"—the said premises hereby conveyed or intended so to be, lying between the Tenth Avenue on the east, the Hudson River on the west, Sixty-fifth Street on the south, and Sixty-sixth Street on the north. Together with the rights and interest of the parties of the first part in and to the said streets and avenues to the centre thereof respectively—excepting and reserving all the right, title and interest of the Hudson River Railroad Company in and to that portion of the said premises heretofore conveyed to them by
7063 certain indentures. And being a portion of the same premises conveyed to the party of the first part, by deed dated the 24th day of June, 1863, and recorded in the office of the Register of the City and County of New York, in Liber 882 of Conveyances at page 259, July 1, 1863.

SIXTHLY. All that certain lot, piece or parcel of land, situate, lying and being in the Nineteenth Ward of the City of New York, bounded and described as follows, to wit: Beginning at a point on the southerly side of Sixty-third Street, distant two hundred and eighty-one feet and five inches westerly from the southwesterly corner of Sixty-third Street and Avenue A; thence running southerly and parallel with Avenue A, one hundred feet and five inches to the centre line of the block between Sixty-third and Sixty-second Streets; thence westerly, along said centre line of the block and parallel with Sixty-third Street, twenty-five feet; thence northerly and parallel with Avenue A, one hundred feet and five inches to the southerly side of Sixty-third Street, and thence easterly, along the easterly side of Sixty-third Street, twenty-five feet, to the point or

place of beginning. Together with all the right, title and interest of the parties of the first part and to the one-half in width of that portion of Sixty-third Street lying in front of said premises, being the same premises which were conveyed to Benjamin W. Hicks by Samuel Borrowe and wife, by deed bearing date the fifteenth day of December, 1865, and recorded in the Register's office of the City and County of New York, in Liber 945 of Conveyances, page 481, on the twenty-second day of December, 1865. And being the same premises conveyed to the party of the first part, by deed dated the 21st day of April, 1884, and recorded in the office of the Register of the City and County of New York, in Liber 1803 of Conveyances, page 66, on the 23d day of April, A. D. 1884.

7064 SEVENTHLY. ALL that certain piece of land, situate in the City of New York, and bounded and containing as follows: Beginning at a point on the northerly side of Sixty-second Street, distant two hundred and twenty-five feet westerly from the westerly side of Avenue A; running thence westerly, along Sixty-second Street, eighty-six feet five inches; thence northerly and parallel with Avenue A, one hundred feet five inches to the centre line of the block; thence easterly along said centre line twenty-five feet; thence northerly and parallel with Avenue A, one hundred feet five inches to the southerly side of Sixty-third Street; thence easterly, along Sixty-third Street, sixty-one feet five inches; and thence southerly and parallel with Avenue A, two hundred feet ten inches to the place of beginning. And being the same premises conveyed to the party of the first part, by deed dated the 17th day of April, 1882, and recorded in the office of the Register of the City and County of New York, in Liber 1658 of Conveyances, page 234, on the 8th day of June, A. D. 1882.

EIGHTHLY. ALL those twelve certain lots of land, situated in the City of New York and taken together bounded and containing as follows, to wit: Beginning at a point on the northerly side of Sixty-second Street, distant one hundred and thirty-one feet five inches; easterly from the easterly side of First Avenue; running thence northerly and parallel with First Avenue, one hundred feet five inches to the centre line of the block; thence easterly, and parallel with Sixty-second Street, fifty feet; thence northerly, and parallel with First Avenue, one hundred feet five inches to the southerly side of Sixty-third Street; thence easterly, along Sixty-third Street, one hundred and twenty-five feet; thence southerly and parallel with First Avenue, two hundred feet ten inches to the northerly side of Sixty-second Street; and thence westerly along Sixty-second Street, one hundred and seventy-five feet to the

7065 place of beginning. Being lots known on a map of property belonging to the heirs of Abraham K. Beekman and William Beekman, made by Samuel S. Doughty, City Surveyor, dated July 21, 1837, as Lots Nos. five hundred and fifty to five hundred and fifty-six (550 to 556), both inclusive and five hundred and sixty-nine to five hundred and seventy-three (569 to 573), both inclusive. And being the same premises conveyed to the party of the first part, by deed dated the 28th day of October, 1882, and re-

corded in the office of the Register of the City and County of New York, in Liber 1721 of Conveyances, page 195, on the 18th day of April, A. D. 1883.

NINTHLY. ALL those certain lots, pieces or parcels of land, situate, lying and being in the Nineteenth Ward of the City of New York, and which taken together are bounded as follows, to wit: Easterly by the westerly line of Avenue A, extending from Sixty-second Street to Sixty-third Street; westerly by a line running parallel with the said westerly line of Avenue A, and distant two hundred and twenty feet westerly therefrom, and extending from Sixty-second Street to Sixty-third Street, aforesaid; northerly by the southerly line of Sixty-third Street, and southerly by the northerly line of Sixty-second Street. And also, all the right, title and interest of the said party of the first part, of, in and to the said streets and avenue respectively, in front of and adjoining the above described premises, to the centres of said streets and avenue respectively. And being the same premises conveyed to the party of the first part by deed dated the 1st day of May, 1872, and recorded in the office of the Register of the City and County of New York, in Liber 1212 of Conveyances, page 281, on the 20th day of May, A. D. 1872.

TENTHLY. All that certain piece or parcel of land, with
7066 the buildings thereon, situated in the City of New York, and bounded and containing as follows, to wit: Beginning at the northwesterly corner of the Eastern Boulevard, lately called Avenue A, and Sixtieth Street; running thence northerly along the westerly side of said Boulevard two hundred feet ten inches to the southerly side of Sixty-first Street; thence westerly along the southerly side of Sixty-first Street, three hundred and thirteen feet; thence southerly, and parallel with said Boulevard, two hundred feet ten inches, to the northerly side of Sixtieth Street; and thence easterly, along the northerly side of Sixtieth Street, three hundred and thirteen feet to the place of beginning.

And also, all that certain piece or parcel of land, situate in the said City of New York, bounded southerly by Sixtieth Street, westerly by the easterly side of said Boulevard and northeasterly by the original high-water line of the East River.

And also, all the right, title and interest of the said parties of the first part, in and to the land now or formerly under the waters of the East River between Sixtieth and Sixty-first Streets in front of the premises above conveyed.

It being the intention of the party of the first part by this deed, to convey unto the party of the second part, all the lands, water rights and property of every description which were conveyed to the said party of the first part by Thomas Rutter and Georgianna R., his wife, by deed bearing date the 1st day of June, one thousand eight hundred and eighty-one, and recorded in the office of the Register of the City and County of New York, in Liber 1611 of Conveyances, page 67, excepting so much thereof as has been taken for said Eastern Boulevard or Avenue A.

ELEVENTHLY. ALL that certain piece or parcel of land, situate, lying and being on the west bank of the Hudson River in

the township of Ridgefield, County of Bergen and State of
7067 New Jersey, bounded and described as follows: Beginning at the northwest corner of a parcel of land now or lately occupied by William Hennen, being the southwest corner of that certain parcel of land marked No. 6 on a certain map of the Estate of Samuel Ellis, deceased, on file in the office of the Surrogate of Bergen County and running thence along the division fence between said land of William Hennen and said parcel No. 6, and through the centre line of the ditch in a continuation of said partition fence and along the dividing line between the premises hereby conveyed or intended so to be and the lot marked No. 5 on said map, in a southeasterly direction, thirteen chains more or less to the Hudson River; thence northerly along said river four hundred and ninety-five feet, more or less, to the centre line of another ditch dividing the parcel of land hereby conveyed from the parcel of land now occupied by the heirs of Hannah Ellis Miller—being parcel No. 4 on said map; thence through the centre of said ditch and along the dividing line between the premises hereby conveyed or intended so to be, and the lot marked No. 4 on said map, and in a northwesterly direction ten chains and fifty links, more or less, to the road leading from Bull's Ferry to Fort Lee; thence along said road in a southwesterly direction, eight chains and sixty links, more or less, to the point or place of beginning. And being the same premises conveyed to the party of the first part by deed dated the 18th day of November, 1882, and recorded in the office of the Clerk of the County of Bergen on the 29th day of November, A. D. 1882, in Liber H-11 of Deeds, on pages 44, etc.

TWELFTHLY. ALL that parcel of land, flowed by tide water, lying at Shady Side in the County of Bergen and State of New Jersey, described as follows: Beginning at a point in the high-water mark of the westerly shore of the Hudson River where the
7068 same is intersected by the division line between lands of Ezra Miller and lands of the said The Metropolitan Gas Light Company of the City of New York, and from thence running south fifty-four degrees and thirty minutes, east six hundred and sixty-nine and four-tenths feet to the new exterior line for solid filling, established December 11th, 1875, by the Commissioners appointed under the authority of the Act entitled "An Act to ascertain the rights of the State and of riparian owners in the lands lying under the water of the Bay of New York and elsewhere in this State." Approved April 11th, A. D. 1864, and the supplements thereto; thence along said new exterior line for solid filling, south thirty-five degrees and thirty minutes west, four hundred and eighty-six and nine one-hundredths feet; thence north, fifty-four degrees and thirty minutes, west, six hundred and seventy and sixty-seven one-hundredths feet to high-water mark of the westerly shore of the Hudson River, where the same is intersected by the division land of Isaac P. Martin, formerly Melville, and lands of the said Metropolitan Gas Light Company of the City of New York; thence northeasterly along said high-water mark to the place of beginning. With the right, liberty, privilege and franchise to exclude the tide water from so much of the lands

above described as lie under tide water by filling in, or otherwise including the same, and to appropriate the lands above described to its exclusive private uses.

And also, all and singular the lands under water lying between the exterior line for solid filling and the exterior line for piers, as fixed by the Commissioners appointed under the authority of the Act aforesaid and the supplements thereto; and bounded by the northerly and southerly lines of the above described tract extended easterly to said pier line. With the right, liberty, privilege and franchise of building piers alone upon the lands last above conveyed, that is to say, that which lies between the exterior lines already fixed and above mentioned.

And if and when said exterior line shall be fixed at any
7069 other points or places further out into said river.

Also any and all lands under water, lying between the present exterior lines above described and the new exterior line or lines that may be hereafter fixed, the same to be used for solid filling and for piers respectively, agreeably to the terms of such extension. And being the same premises conveyed to the party of the first part, by a grant from the State of New Jersey, dated the 6th day of January, 1883, and recorded in the Bergen County Clerk's Office on the 17th day of January, A. D. 1883, in Liber G-11 of Deeds, pages 668, etc.

COMPLAINANT'S EXHIBIT 25.

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Twelfth Ward of the City of New York, being in Block No. sixteen hundred and forty-three (1643) in Section No. six (6), as shown on the Land Map of the City of New York and which taken together are bounded and described as follows: Beginning at the southwesterly corner of Lexington Avenue and East One Hundred and Sixteenth Street; thence running westwardly, but along the southerly line of East One Hundred and Sixteenth Street, eighty (80) feet; thence running southwardly, but parallel with Lexington Avenue, one hundred feet (100) and eleven (11) inches; thence running eastwardly, but parallel with East One Hundred and Sixteenth Street, eighty (80) feet to the westerly line of Lexington Avenue; and thence running northwardly but along said westerly line of Lexington Avenue, one hundred (100) feet and eleven (11) inches to the southwesterly corner of Lexington Avenue and East One Hundred and Sixteenth Street, the point or place of beginning.
7070 A portion of the premises above described being conveyed by the parties of the first part to the party of the second part by deed bearing even date herewith and containing the usual covenants.

COMPLAINANT'S EXHIBIT 26.

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Twelfth Ward of the City of New York, being in Block No. sixteen hundred and forty-three (1643) in Section No. six (6), as shown on the Land Map of the City of New York, and

which taken together are bounded and described as follows: Beginning at the southwesterly corner of Lexington Avenue and East One Hundred and Sixteenth Street; thence running westwardly, but along the southerly line of East One Hundred and Sixteenth Street; eighty (80) feet, more or less, to the easterly line of the wall of the building adjoining on the west the premises hereby conveyed; thence running southwardly by a line parallel with Lexington Avenue and eighty (80) feet westwardly therefrom, but along the easterly line of said wall so far as the same extends one hundred (100) feet and ten (10) inches; thence running eastwardly, and parallel with East One Hundred and Sixteenth Street, but part of the distance along the northerly line of the wall of the building adjoining on the south the premises hereby conveyed, eighty (80) feet to the westerly line of Lexington Avenue, and thence running northwardly, but along said westerly line of Lexington Avenue, one hundred (100) feet and ten (10) inches, more or less, to the southwesterly corner of Lexington Avenue and East One Hundred and Sixteenth Street, the point or place of beginning.

7071 COMPLAINANT'S EXHIBIT 27.

ALL those two certain lots, pieces or parcels of land with the buildings thereon erected, situate, lying and being in the Twelfth Ward of the City of New York, and which taken together are bounded and described as follows: Beginning at a point on the northerly side of One Hundred and Fourteenth Street, distant one hundred and eight (108) feet and three (3) inches westerly from the northwesterly corner of One Hundred and Fourteenth Street and Third Avenue; thence running westerly along the northerly side of One Hundred and Fourteenth Street, forty-two (42) feet and two (2) inches; thence northerly parallel with Third Avenue and distant one hundred and fifty (150) feet and five (5) inches westerly therefrom, one hundred (100) feet and eleven (11) inches to the centre line of the block between One Hundred and Fourteenth and One Hundred and Fifteenth Streets; thence running easterly along said centre line forty-two (42) feet and two (2) inches; thence running southerly on a line parallel to Third Avenue, one hundred (100) feet and eleven (11) inches to the northerly side of One Hundred and Fourteenth Street at the point or place of beginning be said distance and dimensions more or less.

COMPLAINANT'S EXHIBIT 28.

ALL that certain dwelling house and lot, piece or parcel of land, situate, lying and being in the Eighteenth Ward of the City of New York on the southeasterly side of Irving Place, between Fourteenth and Fifteenth Streets and bounded northwesterly in front by Irving Place, southeasterly in the rear by a line drawn parallel to Irving Place on the southeasterly side thereof, and distant therefrom
7072 ninety-two feet, northeasterly by a line drawn parallel to Fifteenth Street on the southwesterly side thereof and distant

therefrom fifty-nine feet, southwesterly by a line drawn parallel to the said Fifteenth Street on the southwesterly side thereof and distant therefrom eighty-four feet and being twenty-five feet in width and ninety-two feet in depth.

COMPLAINANT'S EXHIBIT 29.

ALL that certain lot, piece or parcel of land situate, lying and being in the Eighteenth, late Sixteenth, Ward of the City of New York, bounded and described as follows, viz: Beginning at a point on the southerly side of Fifteenth Street, distant one hundred and forty-two (142) feet easterly from the southeasterly corner of Irving Place and Fifteenth Street, running thence easterly along the said southerly side of Fifteenth Street, thirteen feet and six inches (13 feet 6 inches) to the centre of a party wall which forms the westerly wall of the building now erected on the premises that adjoins on the east the premises hereby conveyed, running thence southerly and parallel with Irving Place through and along the centre of the said party wall, eighty-four (84) feet; thence westerly parallel with Fifteenth Street, thirteen feet and six inches (13 feet and 6 inches); thence northerly and parallel with Irving Place, eighty-four (84) feet to the point or place of beginning.

COMPLAINANT'S EXHIBIT 30.

ALL those three certain lots, pieces or parcels of land with the buildings thereon erected, situate, lying and being in the Eighteenth Ward of the Borough of Manhattan in the City of New York, and taken together are bounded and described as follows, viz: Be-
7073 ginning at a point on the westerly side of Avenue A, distant twenty feet northerly from the corner formed by the intersection of the westerly line of said Avenue A and the northerly line of Twentieth Street and running thence northerly along the westerly line of said Avenue A, sixty feet; thence westerly at right angles with the said Avenue, seventy feet; thence southerly on a line parallel with the said Avenue A, sixty feet, and thence easterly parallel with Twentieth Street, seventy feet to the westerly line of said Avenue at the point of beginning.

BEING the same premises conveyed to Benjamin Weed, party of the first part hereto, by Antoinette Kellogg, by deed dated 28th February, 1899, and recorded in the office of the Register of the City and County of New York on the 14th March, 1899, in Liber of Section 3, Block Series of Conveyances, page ——.

COMPLAINANT'S EXHIBIT 31.

ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate in the Eighteenth Ward of the City of New York, bounded and described as follows: That is to say, BEGINNING on the easterly side of Avenue A at a point distant twenty-

three feet and one inch and one-half inch or thereabouts northwardly from the corner formed by the intersection of the easterly line of Avenue A by the northerly line of Twentieth Street, such point of beginning being immediately adjoining the northerly side wall of the house erected on the lot situate on the northeasterly corner of Avenue A and Twentieth Street and running thence northwardly along the easterly line of Avenue A twenty-three feet and three-quarters of an inch or thereabouts, to the centre line of the party wall between the house erected on the premises hereby
7074 conveyed and the house adjoining the same on the northerly side thereof; thence eastwardly through the centre line of such party wall and along a line in continuation of such centre line parallel with Twentieth Street, seventy feet; thence southwardly parallel with Avenue A, twenty-three feet and three-quarters of an inch, and thence westwardly parallel with Twentieth Street and along the northerly side of the wall of the said house erected on the lot situate on the northeasterly corner of Avenue A and Twentieth Street, seventy feet to the point or place of beginning. Being the same premises conveyed to the said Henry Fuldner by Simon P. Flannery, by deed dated the first day of March, 1890, and recorded in the office of the Register of the County of New York on the same date in Liber 2296 of Conveyances, page 231; subject, however, to a mortgage for eight thousand dollars ($8,000), the payment of which is hereby assumed by the said party of the second part. And likewise ALL that certain lot, piece or parcel of land situate in the Eighteenth Ward of the City of New York and bounded and described as follows: That is to say, BEGINNING on the easterly side of Avenue A at a point distant forty-six and one-half inches or thereabouts northwardly from the corner formed by the intersection of the easterly line of Avenue A by the northerly line of Twentieth Street, and running thence northwardly along the easterly line of Avenue A, twenty-three (23) feet and one and one-half inches or thereabouts to the centre line of the party wall between the premises hereby conveyed and the lot adjoining the same on the northerly side thereof; thence eastwardly through the centre line of such party wall and along a line in continuation of such centre line parallel with Twentieth Street, seventy feet; thence southwardly parallel with Avenue A, twenty-three feet and one-half inches; and thence westwardly parallel with Twentieth Street and a part of the way through the centre of a party wall seventy feet to the place or
7075 point of beginning; subject, however, to a mortgage for eight thousand dollars ($8,000), the payment of which is hereby assumed by the party of the second part, being the same premises conveyed to the said Henry Fulner by Virginia Quinn by deed dated the first day of March, 1890, and recorded in the office of the Register of the County of New York in Liber 2306 of Conveyances, page 92.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

COMPLAINANT'S EXHIBIT 32.

ALL that certain lot, piece or parcel of land, with the building thereon erected, situate, lying and being in the Borough of Manhattan of the City of New York, and bounded and described as follows:

Beginning at the corner formed by the intersection of the easterly side of Avenue A with the northerly side of Twentieth Street, and running thence northerly along the easterly side of Avenue A, twenty-three (23) feet; thence eastwardly parallel with Twentieth Street seventy (70) feet; thence southwardly parallel with Avenue A, twenty-three (23) feet to the northerly side of Twentieth Street; and thence westwardly along said northerly side of Twentieth Street, seventy (70) feet to the place of beginning. Being part of the lot known on a map of lands belonging to the estate of Thomas H. Smith on file in the office of the Register of New York County as lot No. one hundred and ninety-three (193), and being the same premises which were conveyed to the said Michael John Farrell by James T. O'Hara, Joseph F. O'Hara and John P. O'Hara, by deed dated the first day of September, 1884, and recorded on the same day in said Register's office in Liber 1831 of Conveyances, page 235.

7076 COMPLAINANT'S EXHIBIT 33.

ALL that certain lot of land together with the buildings thereon erected, situate, lying and being in the City, County and State of New York and bounded and described as follows:

Beginning at a point on the easterly side of Avenue A, distant forty-six feet southerly from the corner formed by the intersection of the said easterly side of Avenue A and the southerly side of Twenty-first Street; thence running easterly and parallel with said street seventy feet; thence southerly and parallel with the said avenue twenty-three feet; thence westerly again parallel with said street seventy feet to the easterly side of the said avenue; and thence northerly along said avenue twenty-three feet to the point or place of beginning.

COMPLAINANT'S EXHIBIT 34.

ALL that certain triangular plot or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Ridgefield, County of Bergen and State of New Jersey, and being more fully described as follows: Said land beginning at a point in the centre of the old River Road, the same being the easterly corner of the land hereby intended to be conveyed as shown on map hereto attached; and from thence running (1) north forty-one degrees and twenty-one minutes west (N. 41° 21′ W.), ninety (90) feet to the centre of the new highway; thence (2) southwesterly along the centre of the new highway a distance of two hundred and thirty-two (232) feet to the centre of the Old River

Road to a point distant two hundred and thirty (230) feet westerly from the point of beginning; thence (3) easterly along the centre of the Old River Road a distance of two hundred and thirty
7077 (230) feet to the point or place of beginning; containing two hundred and twenty-nine one thousandths (0.229) of an acre, be the same more or less, but all measurements to be subordinate to this, namely, that the property hereby conveyed goes to and along the centre of the new road.

COMPLAINANT'S EXHIBIT 35.

ALL that certain lot, piece or parcel of land situate lying and being in the Twenty-second Ward of the City of New York, bounded and described as follows: BEGINNING at a point formed by the intersection of the northerly line of Forty-first Street with the easterly line of the Eleventh Avenue and running thence northerly along the said easterly line of Eleventh Avenue, twenty feet; thence easterly parallel with Forty-first Street, sixty-two feet through the centre of a party wall; thence southerly and parallel with Eleventh Avenue, twenty feet to the northerly line of Forty-first Street, and thence westerly along the said northerly line of Forty-first Street, sixty-two feet to the point or place of beginning, together with the buildings thereon erected and the right to the party wall on the northerly side of said lot hereby conveyed as the buildings on the said lot and the adjoining lot now stand. Being a portion of the premises conveyed by the parties of the first part hereto to Harrison E. Gawtry by deed dated the 23d day of January, 1896, and recorded in the office of the Register of the City and County of New York, in Liber 45 of Section 4, Block Series of Conveyances, page 370, and by said Harrison E. Gawtry and wife conveyed to the party of the second part hereto by deed dated the 5th day of February, 1898, and to be recorded in said Register's office.

ALSO all those four certain lots of land, situate, lying and
7078 being on the northerly side of Forty-second street in the City, County and State of New York, which taken together are bounded and described as follows: Beginning at a point on the said northerly side of Forty-second Street distant two hundred and twenty-five feet easterly from the easterly side of Eleventh Avenue, running thence northerly parallel with Eleventh Avenue, one hundred feet five inches to the centre line of the block between Forty-second and Forty-third Streets; thence easterly parallel with Forty-second Street one hundred feet; thence southerly parallel with Eleventh Avenue, one hundred feet five inches to the northerly side of Forty-second Street, and thence westerly along said northerly side of Forty-second Street, one hundred feet to the point or place of beginning. BEING the same premises conveyed by the parties of the first part hereto to the party of the second part by deed dated the 7th day of October, 1896, and recorded in said Register's office, in Liber 51 of Section 4, Block Series of Conveyances at page 411. This conveyance being given to perfect and confirm the title of the party of the second part hereto in and to said premises.

COMPLAINANT'S EXHIBIT 36.

ALL that piece or parcel of land with the buildings thereon erected, situate, lying and being in the Twenty-second Ward of the City of New York, being in Section No. four (4) in Block No. one thousand and ninety-three (1093), as shown on the Land Map of the City of New York, and being bounded and described as follows: Beginning at a point on the northerly line of West Forty-fifth Street, distant two hundred and twenty-five (225) feet westwardly from the northwesterly corner of West Forty-fifth Street and Eleventh Avenue; thence running northwardly, but parallel, with said
7079 Eleventh Avenue, one hundred (100) feet five (5) inches to the middle line of the block; thence running westwardly, but along said middle line of the block fifty-six (56) feet three (3) inches; thence running southwardly, but again parallel, with said Eleventh Avenue, and to and through a party wall so far as the same extends, one hundred (100) feet five (5) inches to the northerly line of said Forty-fifth Street, and thence eastwardly, but along said northerly line of Forty-fifth Street, fifty-six (56) feet three (3) inches to the point or place of beginning.

COMPLAINANT'S EXHIBIT 37.

ALL that certain piece or parcel of land with the building thereon erected, situate, lying and being in the City of New York, on the northerly side of Forty-fifth Street, and bounded and described as follows: Commencing at a point on the said northerly side of Forty-fifth Street, distant westerly two hundred and eighty-one feet and three inches from the northwesterly corner of Forty-fifth Street and Eleventh Avenue; thence running northerly but parallel with Eleventh Avenue and partly through the middle of a certain party wall, one hundred feet and five inches; thence westerly, but parallel, with Forty-fifth Street, eighteen feet and nine inches; thence southerly, but again parallel, with Eleventh Avenue, one hundred feet and five inches to the northerly side of Forty-fifth Street, and thence easterly along the northerly side of Forty-fifth Street, eighteen feet and nine inches, to the place of beginning, be the said dimensions more or less.

COMPLAINANT'S EXHIBIT 38.

ALL that certain lot, piece or parcel of land, with the build-
7080 ings thereon erected, situate, lying and being in the Twenty-second Ward of the City of New York, being in block number ten hundred and ninety-two, in section number four, as shown on the land map of the City of New York, and being bounded and described as follows:

Beginning at a point in the southerly line of West Forty-fifth Street, distant one hundred and twenty-five feet, more or less, westwardly from the southwesterly corner of Eleventh Avenue and West

Forty-fifth Street, but opposite to the easterly line of an independent wall, being the easterly wall of the building on the premises hereby conveyed; thence running southwardly, but parallel with Eleventh Avenue, and along the easterly line of said independent wall, so far as the same extends, one hundred feet and five inches to the middle line of the block; thence running westwardly, but along said middle line of the block sixteen feet eight inches; thence running northwardly and again parallel with Eleventh Avenue, and to and through a party wall, so far as the same extends, one hundred feet and five inches to said southerly line of West Forty-fifth Street, and thence running eastwerdly, but along said southerly line of West Forty-fifth Street, sixteen feet eight inches, more or less, to the point or place of beginning, said premises being known by the street number 606 West Forty-fifth Street.

COMPLAINANT'S EXHIBIT 39.

ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate, lying and being in the Twenty-second Ward of the City of New York, and being in block one thousand and ninety-two (1092) in section four (4) as shown on the land map of the City of New York, and being bounded and described as follows:

Beginning at a point on the southerly line of West Forty-
7081 fifth Street, distant one hundred and forty-one feet (141) eight (8) inches, more or less, westwardly from the southwesterly corner of Eleventh Avenue and West Forty-fifth Street, but at or opposite to the middle of a party wall; thence running southwardly and parallel with Eleventh Avenue and to and through the middle line of said party wall so far as the same extends, one hundred (100) feet five (5) inches to the middle line of the block; thence running westwardly but along said middle line of the block sixteen (16) feet eight (8) inches; thence running northwardly but again parallel with Eleventh Avenue, and to and through the middle line of another party wall so far as the same extends, one hundred (100) feet five (5) inches to said southerly line of West Forty-fifth Street, and thence running eastwardly but along said southerly line of West Forty-fifth Street, sixteen (16) feet eight (8) inches to the point or place of beginning.

Being the same property conveyed to me by deed recorded in the office of the Registrar of the City and County of New York, in Liber 948 of Conveyances, at page 158.

COMPLAINANT'S EXHIBIT 40.

ALL that certain lot, piece or parcel of land with the buildings and erections thereon, situated, lying and being in the Twenty-second Ward of the City of New York, known as number 612 West Forty-Fifth Street, and bounded and described as follows, to wit: Beginning at a point on the southerly line of West Forty-fifth Street, distant one hundred and seventy-five (175) feet westwardly from the southwesterly corner of said West Forty-fifth Street and Eleventh

Avenue, and thence running southwardly but parallel with said Eleventh Avenue, one hundred (100) feet five (5) inches to
7082 the middle line of the block; thence westwardly, but along the said middle line of the block, twenty-five (25) feet; thence northwardly, but again parallel with said Eleventh Avenue, one hundred (100) feet and five (5) inches to the said southerly line of West Forty-fifth Street, and thence eastwardly, but along the said southerly line of West Forty-fifth Street twenty-five (25) feet to the point or place of beginning; the said premises being the premises designated as Lot No. 79 on a map made by Thomas R. Ludlam, City Surveyor, and filed in the office of the Registrar of the City and County of New York as map No. 137, in a tin case, and being also the same premises which were conveyed to the said Robert Auld by Matthew Allen and Agnes, his wife, by deed dated February 1st, 1860, and recorded in the office of the Registrar of the City and County of New York, in Liber 797, Conveyances, page 660, March 22d, 1860.

COMPLAINANT'S EXHIBIT 41.

ALL those seven lots of land, situate in the Twenty-second Ward of the City of New York, which, taken together, are bounded and described as follows:

Beginning on the southerly side of Forty-sixth Street, distant three hundred and twenty-five feet westerly of the southwest corner of said Forty-sixth Street and Eleventh Avenue, and running thence westerly along the southerly side of West Forty-sixth Street, one hundred and seventy-five feet; thence southerly, parallel with said Eleventh Avenue, one hundred feet five inches to the middle line of the block between Forty-fifth and Forty-sixth Streets; thence easterly along said middle line one hundred and seventy-five feet; thence northerly and parallel with said Eleventh Avenue, one hundred feet five inches to the point or place of beginning.

7083 COMPLAINANT'S EXHIBIT 42.

BEGINNING at a point in the southerly side of Sixty-fifth Street, four hundred (400) feet east of West End Avenue; running thence southerly parallel with West End Avenue, one hundred (100) feet five (5) inches; thence easterly parallel with Sixty-fifth Street, one hundred (100) feet; thence northerly parallel with West End Avenue, one hundred (100) feet five (5) inches to the southerly side of Sixty-fifth Street, and thence westerly along the same one hundred (100) feet to the point or place of beginning. Said premises being known by the street numbers 222, 224, 226 and 228 West Sixty-fifth Street.

COMPLAINANT'S EXHIBIT 43.

ALL that triangular piece of land in the Twelfth Ward of the City of New York bounded and described as follows: Beginning at a point on the northerly side of One Hundred and Tenth Street, distant one hundred and seventy-five (175) feet, easterly from the point formed by the intersection of the northerly side of One Hundred and Tenth Street with the easterly side of Second Avenue; thence running northerly in a line parallel with the easterly side of Second Avenue, eighty (80) feet ten (10) inches, to the westerly side of an old lane formerly called Roosevelt's Lane; thence southerly along the westerly line of said Lane, one hundred and nine (109) feet, two and one-quarter (2¼) inches to the northerly side of One Hundred and Tenth Street, at a point thereon distant easterly from the northeasterly corner of said Street and Second Avenue, two hundred and forty-eight (248) feet five (5) inches; thence westerly along said northerly side of One Hundred and Tenth Street, seventy-three (73) feet five (5) inches to the point or place of beginning, be the said several dimensions more or less.

7084 COMPLAINANT'S EXHIBIT 44.

ALL that certain triangular piece or parcel of land, situate, lying and being in the Twelfth Ward of the City of New York, and bounded and described as follows: Beginning at a point on the southerly line of East One Hundred and Twelfth Street, distant one hundred and seventy-five feet westwardly from the southwesterly corner of First Avenue and East one Hundred and Twelfth Street; thence running southwardly but parallel with said First Avenue, thirty-six feet and three-quarters of an inch, more or less, to the easterly line of lands of the said Consolidated Gas Company; thence running northwardly but along said easterly line of lands of said Gas Company to the southerly line of One Hundred and Twelfth Street, at a point distant two hundred and seven feet and ten inches westwardly from the southwesterly corner of One Hundred and Twelfth Street and First Avenue, and running thence eastwardly but along said southerly line of East One Hundred and Twelfth Street, thirty-two feet ten inches, more or less, to the point or place of beginning—the said premises being situated in block 1683 on the land map made pursuant to Chapter 349, Laws of 1889, and the amendments thereto.

COMPLAINANT'S EXHIBIT 45.

BEGINNING at a point in the centre line of the block between One Hundred and Twelfth and One Hundred and Eleventh Streets, distant one hundred feet westerly from the westerly side of First Avenue, and running thence southerly, parallel with the westerly side of First Avenue and along the land now or formerly of Peter

Marine, seventeen feet and two inches, to land formerly be-
7085 longing to the Estate of George Bradish, deceased, but now owned by The Consolidated Gas Company, the party of the second part; thence northwesterly, along said land, twenty-three feet and twenty-six one-hundredths of a foot to the centre line of the block; thence easterly along said centre line and along land owned by the party of the first part, fifteen feet eight inches and forty-one one-hundredths of an inch to the point of beginning, be said several distances and dimensions more or less.

BEING A PART OF THE PREMISES conveyed to the party of the first part by Maria Cipollaro and Erico Cipollaro, her husband, by deed dated June 27th, 1905, and recorded June 28th, 1905, in the office of the Registrar of the County of New York, in Liber 102, Section 6 of Conveyances, at page 463.

COMPLAINANT'S EXHIBIT 46.

DESCRIPTION OF PROPERTY CONVEYED BY

JOHN D. CRIMMINS

TO

CONSOLIDATED GAS COMPANY OF NEW YORK.

Dated December 24, 1892.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Twelfth Ward of the City of New York, being in block number nineteen hundred and ninety-nine (1999) in Section Number Seven (7) as shown on the Land Map of the City of New York, and bounded and described as follows: Beginning at the northeast-
7086 erly corner of West One Hundred and Thirty-second Street and Twelfth Avenue, and thence running eastwardly, but along the northerly line of West One Hundred and Thirty-second Street, six hundred and seventy-five (675) feet; thence northwardly, but parallel with said Twelfth Avenue, ninety-nine (99) feet eleven (11) inches, to the middle line of the block; thence running westwardly, but along said middle line of the block, twenty-five (25) feet; thence running northwardly, but again parallel with said Twelfth Avenue, ninety-nine (99) feet eleven (11) inches to the southerly line of West One Hundred and Thirty-third Street; thence running westwardly, but along the said southerly line of West One Hundred and Thirty-third Street, six hundred and fifty (650) feet to the southeasterly corner of said West One Hundred and Thirty-third Street, and said Twelfth Avenue; thence running southwardly, but along the easterly line of said Twelfth Avenue, one hundred and ninety-nine (199) feet ten (10) inches to the said northeasterly corner of West One Hundred and Thirty-second Street and Twelfth Avenue, the point or place of beginning.

TOGETHER with the appurtenances, and all the estate and rights of the said party of the first part, in and to said premises.

COMPLAINANT'S EXHIBIT 47.

ALL that certain plot, piece of parcel of land, formerly land under water and now filled in on the Harlem River, bounded and described as follows, to wit:

ALL those certain lots, pieces and parcels of land, formerly under water, situate, lying and being in the Twelfth Ward of the City of New York, bounded on the north by the southerly line of the Ninety-
ninth Street, and on the south by the northerly line of Ninety-
7087 eighth Street, and on the east by the westerly line of the Exterior Street as now established by law, and on the west by the original line of high water from its intersection with the southerly line of Ninety-ninth street as it winds and turns to its intersection with the easterly line of First Avenue; thence southerly to the point of intersection of the easterly line of First Avenue with the northerly line of Ninety-eighth Street; being the said premises shown upon the map hereto annexed and made part hereof, colored yellow, together with all and singular the tenements hereditaments, and appurtenances thereunto belonging or in anywise appertaining and reversion and reversions, remainder and remainders, rents, issues, and profits thereof. ALSO ALL the estate, right, title, interests, property, possession, claim and demand whatsoever as well in law as in equity of the said party of the first part of, in and to the above described premises and every part thereof with the appurtenances.

Said deed contains the following:

And the said party of the second part, for itself, its successors and assigns, does hereby covenant and agree to and with the said party of the first part, its successors and assigns, that if the said party of the second part, its successors and assigns, shall and will within three months next after they shall be thereunto required, by the said party of the first part, or the Common Council of the City of New York or its successors or the Board of Commissioners of the Department of Docks of said City, at its own proper costs and charges build, erect, make and finish, or cause to be built, erected, made and finished according to any resolution or ordinance of the said party of the first part, the said Common Council or its successors, or the Board of Department of Docks, already passed or adopted, or that may hereafter
be passed or adopted, a good and sufficient street which shall
7088 form the northerly one-half part of Ninety-eighth Street, and another good and sufficient street which shall form the southerly one-half part of Ninety-ninth Street, said streets lying contiguous to the premises hereinbefore described and extending from the original line of high water mark to the westerly side of the exterior street, wharf or place determined upon by the Department of Docks; and will fill in the same with good and sufficient earth and regulate and pave the same and lay the sidewalks thereof.

And also that the said party of the second part, its successors and assigns, shall and will from time to time, and at all times forever hereafter at its own proper costs and charges, and expenses, uphold and keep in good order and repair all of said parts of such streets

and sidewalks which the said party of the second part has covenanted and agreed to make, erect and build as aforesaid, and will at all times hereafter obey, fulfill and observe such ordinances, resolutions, orders and directions as the said party of the first part or the said Common Council and its successors, or the said Board of the Department of Docks shall from time to time pass or make relative thereto.

And also that the said streets shall forever thereafter continue to be and remain public streets and highways for the free and common use of the inhabitants of the City of New York and all others to pass and re-pass by, through and along the same in like manner as the other public streets and avenues of said city now are or lawfully ought to be.

And in case default shall be made by the said party of the second part, its successors or assigns, in building, erecting, making and finishing the said streets, by them covenanted herein to be built, erected, made and finished, and in filling in the same or any part thereof, or in complying with any ordinance, resolution or order of the
7089 said party of the first part, the said Common Council or its successors, or said Board of the Department of Docks when required, then and in that case it shall and may be lawful for the said party of the first part or its successors to build, erect, make and finish, or cause to be built, erected, made and finished, the streets aforesaid, and to fill in the same and to regulate and pave the same and to lay the sidewalks for and on account of, and at the proper costs and charges of the said party of the second part, its successors and assigns, and to charge to and recover in an action at law from the said party of the second part, its successors and assigns the amount thereof, together with the interest thereon and all the costs, and charges of the proceedings relative to the same or to sell and dispose of the whole of the said hereby granted premises or any part thereof at public auction for the most that can be obtained for the same, and in case of any deficiency to charge with and recover from the said party of the second part, its successors and assigns, the amount of such deficiency, or to adopt and pursue any legal right or remedy that the said party of the first part now possesses or enjoys under and by virtue of any act of the Legislature of the State of New York, or that may hereafter be granted unto the said party of the first part, or its successors by the Legislature of the State of New York, or to enter into or upon the whole or any part of the hereby granted premises and to grant the same to any person or persons, their heirs or assigns forever.

* * * * * * *

And it is further mutually agreed by and between the parties to these presents that the estate hereby granted is upon this express condition, that if at any time hereafter it shall appear that the said party of the second part was not at the time of the date of
7090 these presents seized of a good, sure, absolute and indefeasible estate of inheritance in fee simple of, in and to the land and premises on the westerly side of and adjacent to the premises hereby conveyed or so intended to be conveyed, that then and in every such case these presents and every article, clause and thing herein con-

tained shall be absolutely null and void, and the said party of the first part, and its successors and assigns, shall and may forthwith thereupon enter into the said premises hereby granted and shall be thereafter seized of the said premises with the appurtenances, free, clear and discharged of and from any claim, right or pretence of claim or right of the said party of the second part, its successors and assigns, anything herein contained to the contrary notwithstanding.

And it is hereby further mutually agreed and understood that if the said party of the second part, its successors and assigns, shall make default in the performance of any or either of the covenants herein contained on their part and behalf to be observed, performed, fulfilled and kept, then and in every such case these presents and every article, clause or thing herein contained shall be and become absolutely null and void, and the said party of the first part, its successors and assigns shall and may forthwith thereupon enter into and upon the said premises hereby granted and shall thereafter be seized of the same with the appurtenances free, clear and discharged of and from all claim or right or pretence of claim or right of the said party of the second part, its successors and assigns, anything herein contained to the contrary notwithstanding.

7091 COMPLAINANT'S EXHIBIT 48.

(Blue Print.)

COMPLAINANT'S EXHIBIT 49.

(Blue Print.)

COMPLAINANT'S EXHIBIT 50.

"All those several certain lots, pieces or parcels of land, situate lying and being in the Borough of Queens, City of New York, and State of New York, and which taken separately, are bounded and described as follows:

First Parcel. All that certain tract of land and meadow, with the improvements thereon, situate, lying and being at Hell Gate Neck, in Newtown, Long Island, formerly known as Willoughby's Point, but now commonly called Casina, containing by estimation ninety acres of land, more or less, and bounded northwesterly and northeasterly by the Sound and Bay; southeasterly by a creek and ditch that divide it from the meadow now or late of Elbert Luyster, and by the land now or late of Cornelius Berrian; southerly by land now or late of Jacob Rapalje, Jr., and southwesterly by land now or late of Abraham Polhemus, Jr., and Samuel Lawrence, running down to the Sound aforesaid, being part of the premises conveyed to George M. Woolsey by Samuel A. Willoughby and Margaretta, his wife, by deed dated the twelfth day of July, 1841, and recorded in the office of the Clerk of the County of Queens in Liber 55 of Deeds, at page 242.

7092 Second Parcel. All that certain piece of land situate in Newtown aforesaid, and known on a map entitled "Map of property belonging to the Estate of Abraham Polhemus, deceased, in the Town of Newtown, Queens County" etc., surveyed by Gardner A. Sage, City Surveyor, December 3d, 1844, and filed in the Clerk's office of Queens County as lot number seven (7) bounded southwesterly by a road in common running through the said farm five hundred and eighteen feet; northwesterly by the rears of lots number four (4), five (5) and six (6) on said map, six hundred and eighty-six feet six inches; northeasterly by land late of George M. Woolsey, five hundred and twenty-five feet, and southeasterly by lot number twelve (12) on said map belonging to Harriet S. Robertson, six hundred and twenty-four feet, according to said map, containing seven and seventy-nine one-hundredths (7 79/100) acres. Also, all the right, title and interest of the said party of the first part, if any, of, in and to the road in front of said premises laid down on said map; being the same premises described in a deed from Abraham Polhemus and Eliza B., his wife, to the said George M. Woolsey, dated the thirteenth day of January, 1847, and recorded in the office of the Clerk of said County in Liber 70 of Deeds, at page 306.

Third Parcel. All that certain piece of land, situate in Newtown aforesaid, known on said map entitled "Map of property belonging to Estate of Abraham Polhemus, deceased," as lot number six (6), bounded northwesterly in front by the East River; northeasterly by land late of George M. Woolsey; southeasterly in the rear by lot number seven (7) on said map, and southwesterly by lot number five (5) on said map, belonging to Harriet S. Robertson, con-
7093 taining eight and thirty-three one-hundredths (8 33/100) acres according to said map; being the same premises described in a certain deed from James S. Polhemus and Anne E., his wife, to said George M. Woolsey, bearing date the 13th day of January, 1847, and recorded in the office of the Clerk of said County of Queens in Liber 70 of Deeds, at page 288.

Fourth Parcel. All that certain farm of lands, situate in Newtown aforesaid bounded and described as follows:

Beginning at dock and thence running south eleven degrees west six chains; thence south nineteen degrees west two chains seventy-six links; thence south forty-two degrees west one chain, eighty-five links; thence due west four chains sixty-seven links; thence south fifty-seven degrees west four chains sixty links; thence south fifteen degrees west eight chains; thence due west six chains four links; which courses are along the River and Creek; thence north twenty-eight degrees west four chains eighty-five links along Peter Rapalje's land, thence north sixty degrees west two chains sixty links; thence north seventy degrees west four chains, which two last courses are along land conveyed by Dows Ditmars and wife to Ezra N. Berrian, hereinafter described; thence north sixteen degrees thirty minutes west four chains forty links along land late of Edward J. Woolsey; thence north forty-five degrees east five chains eight links along said Woolsey's land; thence north twenty-four degrees west sixty links; thence north seventy degrees east fourteen chains along the land of

George Kouwenhoven; thence north sixteen degrees east eleven chains seventy-five links, and thence south forty degrees east fourteen chains eighty links, to the place of beginning; containing forty-three acres, fifteen perches of land, more or less, being the same premises described in a certain deed made by John M. McDonald, Master in Chancery, to Ezra M. Berrian, dated the 1st day of August, 1829, and recorded in the office of the Clerk of the County of Queens, in Liber MM of Conveyances, at page 169.

7094

Fifth Parcel. All that certain tract, piece or parcel of land and meadow, situate, lying and being as follows: Bounded on the northwest and northeast by land and meadow late of Ezra M. Berrian, and formerly belonging to Samuel Berrian, deceased; on the southeast and southwest by land and meadow lately belonging to the Estate of Jacob Rapalje, deceased; containing two acres, more or less, being the same premises described in a certain deed to said Ezra M. Berrian by Dowd Ditmars and wife, dated the 24th day of April, 1848, and recorded in the Clerk's office of said County of Queens in Liber 80 of Deeds, at page 455.

Sixth Parcel. All the right, title and interest of said party of the first part of, in and to all that certain piece of land with the improvements thereon, situate in Newtown aforesaid, bounded as follows: Northerly by the highway leading from Hell Gate and Astoria along the River from the Bowery and Newtown; easterly by land of the Estate of Jacob Rapalje, and southerly and westerly by land late of George M. Woolsey; containing along the highway seventy-one feet, on the easterly side one hundred and twenty-three feet; on the southerly side seventy-two feet, and on the westerly side one hundred and twenty-seven feet, as the said premises are now enclosed.

7095

Seventh Parcel. All that certain piece or parcel of land under the waters of the East River in front of the adjoining upland, now or late belonging to Edward J. Woolsey, situate in Long Island City, bounded and described as follows: Beginning at a point on the southerly shore of the East River at common high water mark and the boundary line dividing the lands of R. A. Robertson from the said lands now or late of Edward J. Woolsey, and running thence along said high water mark the following courses and distances, viz.: North forty-three and one-quarter degrees, east three hundred and ten and five-tenths (310.5) feet; north fifty-five degrees, sixteen minutes, east four hundred and ninety-two (492) feet; north forty-five degrees, thirty-nine minutes east one hundred and forty-eight (148) feet; north thirty-six degrees, fourteen minutes east three hundred and eighty (380) feet; north sixty-one degrees five minutes east three hundred and sixteen and seven-tenths (316.7) feet; north sixty-seven degrees twenty-three minutes east two hundred and ninety-eight and seven-tenths (298.7) feet; north fifty-five degrees twenty minutes east five hundred and seventy-three and seven-tenths (573.7) feet; south fifty-four degrees, twenty-three minutes east two hundred and ninety-five and five-tenths (295.5) feet; south thirteen degrees thirty minutes west one hundred and twenty-two and seven-tenths (122.7) feet; south thirty-seven degrees forty-seven minutes east one hundred and forty-five and three-tenths

(145.3) feet; south thirty-seven degrees, fifty-one minutes west one hundred and sixty-three and three-tenths (163.3) feet; south twenty-one degrees twelve minutes east six hundred and fifty-five and nine-tenths (655.9) feet; south twenty-seven degrees, forty minutes east four hundred and forty-two and three-tenths (442.3) feet; south six degrees west three hundred and sixteen (316) feet; south sixty-
nine degrees east seventy (70) feet; to the middle of a creek
7096 dividing said lands now or late of Edward J. Woolsey from those of George Kouwenhoven; thence and along the centre line of said creek north twenty-six degrees thirty minutes east four hundred and ninety (490) feet; thence north twenty degrees east twelve hundred and eighty (1280) feet; to the permanent bulkhead and pier line; thence along said bulkhead and pier line the following courses and distances: North seventy degrees, forty-five minutes west thirteen hundred and eighty (1380) feet; south fifty-nine degrees west fourteen hundred and fifty (1450) feet; south forty-five degrees fifteen minutes west twelve hundred and twenty-five (1225) feet; thence south thirty-four degrees, forty-five minutes east one hundred and fifty (150) feet; to the place or point of beginning.

Eighth Parcel. All the right, title and interest of said party of the first part of, in and to all that certain tract, piece or parcel of land and land under water, situate in Long Island City aforesaid, being all the land lying between the easterly line of the above described premises and the centre of the creek which separates the said land from the land of Steinway.

Ninth Parcel. All the right, title and interest of said party of the first part of, in and to the other land under water, adjoining the premises hereby conveyed, and the wharfage and cranage therein, and also in and to the lanes, roads and avenues running through or immediately adjoining said premises, excepting, however, from the premises designated above as the third and seventh parcels all that certain tract, piece or parcel of land bounded and described as follows: Beginning at a point on the southerly side of the Shore Road,
at the division line between the hereby granted premises and
7097 land of R. A. Robertson, and running thence along said land and premises of R. A. Robertson, south thirty-five degrees thirty-six minutes east two hundred and two feet, seven and three eighths inches; thence south thirty-four degrees, forty-five minutes east eight hundred and seven feet three and five-eighths inches to the centre line of a strip of land laid down on a map or survey of Long Island City, filed in the office of the Secretary of State, made by the Commissioners of Streets, Roads, Avenues and Parks in said City, and designated as Van Alst Avenue; thence along the center line of said strip so described, north forty-nine degrees thirty-nine minutes east six hundred and twelve feet two and three-eighths inches to the Old Bowery Bay Road; thence northwesterly along the Bowery Bay Road as it turns to its intersection with the Shore Road aforesaid; thence southerly along the Shore Road to the point of beginning, containing nine acres and nine hundred and seventy one-thousandths (970/1000) of an acre, and also excepting all land under water in front of said premises so excepted, and in front of lot num-

ber twenty (20) and twenty-five (25) included in block 184 hereinafter mentioned.

Excepting also from above granted premises, a certain tract of land which on a "Map of property of the Casina Land Company, dated Long Island City, December 4th, 1897, and made by Leonard C. L. Smith, City Surveyor, is designated as lots 1-6 and 15-20, both inclusive, in block 167B; lots 20-25, both inclusive, in block 184; lots 13 and 14 in block 168B, and lots 32-41, both inclusive, in block 100.

Excepting also so much of the streets and avenues adjoining and in front of the last excepted premises, excepting also from the above granted premises, a portion thereof conveyed by Edward J. Woolsey and wife to Patrick Ward, by deed dated the 25th day of
7098 April, 1894, and recorded on the 8th day of January, 1895, in the office of the Clerk of said County of Queens in Liber 1052 of Conveyances, at page 67, and a certain other deed between the same parties, dated the 5th day of January, 1895, and recorded in the office of the Clerk of said County of Queens on the 7th day of January, 1895, in Liber 1051, of Conveyances, at page 458.

For a more particular description of the above granted premises other than the land under water, reference is hereby made to a certain map entitled "Map of the property of the Casina Land Company, made by Stevenson Towle, City Surveyor, dated November 30th, 1898, and filed or intended to be filed in the office of the Clerk of said County of Queens, upon which map such portion of the above granted premises is distinguished by the color blue.

And also all that certain piece or parcel of salt meadow, upland and marsh situated at Hell Gate Neck, in Long Island City, in the Borough of Queens, in the City of New York and in the County of Queens in the State of New York, and bounded as follows, to wit: Beginning at a point on the road or lane leading from the public highway to Berrian's Point, at the southeasterly corner of premises devised to Luke Kouwenhoven by George Kouwenhoven in and by his Will, which point is distant five hundred and eight feet easterly from a ditch separating the said premises so devised to said Luke Kouwenhoven from land formerly of the late Edward J. Woolsey, and running thence north nine degrees and forty minutes west, along said premises so devised to said Luke Kouwenhoven, to the center of a creek separating the premises hereby granted from marsh formerly of the said Edward J. Woolsey; thence northerly and westerly along the center of said creek as it winds and turns to the East River; thence southeasterly along the East River as it winds and
7099 turns to the center of another creek separating the premises hereby granted from meadow and marsh formerly of Eliza N. Berrian and afterwards of the said Edward J. Woolsey; thence southerly along the center of said creek as it winds and turns and said meadow and marsh formerly of Ezra N. Berrian and afterwards of said Edward J. Woolsey to said road or land leading to Berrian's Point, and thence westerly along said road or lane to the place of beginning. Also any right of way of the said party of the first part from the said premises to the public highway; also all the right, title

and interest of the said party of the first part to the lands under the waters of the East River and Berrian's Creek in front of the said piece or parcel of salt meadow, upland and marsh above described, and also the right, title and interest of the said party of the first part in the land constituting the said road or lane in front of and adjoining the premises hereinabove granted.

And also all that certain piece or parcel of meadow and upland situated at Hell Gate Neck in Long Island City, in the Borough of Queens of the City of New York, and in the County of Queens in the State of New York, and bounded as follows, to wit: Beginning at a point on the northerly side of the road or lane leading from the public highway to Berrian's Point, where the same is intersected by a ditch separating the premises hereby granted from the land of the late Edward J. Woolsey, and running thence easterly along the said road or lane leading to Berrian's Point, five hundred and eighty feet to premises devised to Francis D. Kouwenhoven by George Kouwenhoven in and by his Will; thence north nine degrees and forty minutes west along the said premises so devised to the said Francis D. Kouwenhoven, to the center of a creek separating
7100 the premises hereby granted from meadow and marsh of the said Edward J. Woolsey, and then along the center of said creek and said ditch, as the same winds and turns to the place of beginning. Also any right of way of the said party of the first part from the said premises to the public highway. Also the right, title and interest of the said party of the first part in the land constituting the said road or lane in front of and adjoining the said premises herein above granted.

And also all that certain Island situated in the East River in the County of Queens and State of New York, commonly called Berrian's Island, which Island contains about forty-five acres of land and lies opposite to a farm formerly owned by Edward J. Woolsey, and being separated therefrom by a creek called Berrian's Creek, being the same premises conveyed to Edward J. Woolsey, the elder by two deeds, one executed by Moses Longstreet and wife and Samuel Berrian to Edward J. Woolsey, dated the 17th day of August, 1849, recorded on the 18th day of August, 1849, in the office of the Clerk of the County of Queens in Liber 80 of Deeds, at page 268, and one executed by Ezra N. Berrian and wife to Edward J. Woolsey, dated the 18th day of February, 1853, and recorded on the 3d day of March, 1853, in said Clerk's office in Liber 104 of Deeds, at page 141.

Also all that parcel of land under water adjoining said Island between high and low water mark described as follows: Beginning at a stake at common high water mark at the southeasterly corner of the said Berrian's Island; running thence along said high water mark north forty-six degrees, thirty minutes east six hundred feet; thence south ten degrees, thirty-eight minutes east, one hundred and thirty-eight feet; thence south twenty-seven degrees, ten
7101 minutes east, three hundred and thirty-two feet; thence south fifty degrees, forty-two minutes east two hundred and ninety-four feet; thence south eight *eight* degrees, eighteen minutes east

one hundred and eighty-four feet; thence south twelve degrees, thirty-nine minutes east, seven hundred and fifty-three feet; thence south twelve degrees, forty minutes west, five hundred and sixty feet; thence south forty-nine degrees thirty-five minutes west, five hundred and fifty-six feet; thence south eighty-two degrees, forty-five minutes west, one hundred and thirty-one feet; thence south nine degrees thirty minutes west, one hundred and forty-five feet to the center line of a creek between said Island and lands now or late of George Kouwenhoven; thence through the center of said creek south seventy-one degrees, thirty minutes east, one hundred and fifty feet; thence north fifty-three degrees east, 1455 feet to permanent bulkhead and pier line; thence along said bulkhead and pier line, north thirty degrees thirty minutes west twelve hundred and fifty feet; thence north forty-four degrees thirty minutes west nine hundred and sixty-five feet; thence north seventy degrees, forty-five minutes west, three hundred and twenty feet; thence south twenty-one degrees, thirty minutes west, nine hundred and sixty feet to the center line of said creek; thence along the center line of said creek; south thirty-eight degrees, thirty minutes east, two hundred and fifteen feet; thence north forty-five degrees east two hundred and twenty-five feet to common high water mark on Berrian's Island; and thence along said high water mark on Berrian's Island north thirty-nine degrees, thirty minutes west two hundred and twenty-six feet to the point or place of beginning, containing twenty-seven and seven-tenths (27 7/10) acres, being the same premises which were granted by the People of the State of New York to Edward J. Woolsey,
7102 by Letters Patent, dated October 6th, 1873, and recorded December 18th, 1873, in the office of the Clerk of the County of Queens in Liber 427 of Deeds, at page 93.

All the premises above described being all the land and land under water conveyed to the party of the first part by the Casina Land Company and Kate T. Woolsey by Deed bearing date the 14th day of December, 1898, by Joseph Pasovsky and Josephine Pasovsky, his wife, by Deed bearing date the 15th day of December, 1898, by the Berrian's Island Company, by Deed bearing date the 3d day of December, 1898, by Frank S. Martyny and Mary Martyny, his wife, by Deed bearing date the 14th day of December, 1898; by Francis D. Kouwenhoven and Harriet, his wife, by Deed bearing date the 8th day of December, 1898, and by Luke Kouwenhoven, by Deed bearing date the 8th day of December, 1898."

COMPLAINANT'S EXHIBIT 51.

"All that certain tract of land, comprising certain lots which, on a certain map entitled 'Map of property belonging to Kate T. Woolsey,' being part of property known as "Casina Farm" in the Fifth Ward of Long Island City, Queens county, N. Y., Long Island City, August 16, 1895, Julius von Hunerbein, City Surveyor," and filed in the office of the Clerk of Queens county September 17, 1895, by the map No. 221, are designated as lots 1 to 6 inclusive and 15 to 20 inclusive, on Block 167B, together with a portion of Block 184 on

said map, l[illegible]g to the westerly of said lots, and which tract of land hereby int[illegible]ded to be conveyed is more particularly described as follows: Beginning at the point formed by the intersection
7103 of the northerly side of Trimble place with the westerly side of Casina avenue, and running thence northerly along said westerly side of Casina avenue, 150 feet; thence westerly, parallel with Trimble place, to high water mark on the East River; thence southerly along high water mark of the East River, to a point where the westerly extension of said northerly side of Trimble place would intersect the same, and thence easterly in the line of such extension, and along said northerly side of Trimble place, to the point or place of beginning; together with all the right, title and interest of the parties of the first part of, in and to the lands below high water mark and lands under water in the East River in front of and adjacent to said premises, so far as the same may extend; also all the right, title and interest of the parties of the first part of, in and to the land lying in Trimble place and Casina avenue and in front of and adjacent to said premises, to the middle of said Trimble place and Casina avenue, respectively; also all the right, title and interest that the parties of the first part may have in any other lands or lands under water, shown on said map; being the same premises conveyed to the parties of the first part by the Casina Land Company, by deed bearing date the 25th day of November, 1895, and recorded in the office of the Clerk of Queens County on the 2d day of December, 1895, in Liber 1091 of Conveyances, at page 354.

COMPLAINANT'S EXHIBIT 52.

"All his right, title and interest to all real property owned by him in Long Island City, forming part of what was formerly known as Woolsey Manor, or Casina Farm, together with all his right, title and interest in a certain lease made by the Casina
7104 Beach Land Company, body corporate, to him, and bearing date the 6th day of October, 1898; and the party of the first part does hereby sell, transfer and assign unto the said party of the second part all buildings owned by him in said Long Island City which are at present upon the property heretofore owned by the Casina Land Company and by Kate T. Woolsey."

COMPLAINANT'S EXHIBIT 53.

"All those certain lots, pieces or parcels of land and premises and land under water, situated, lying and being in the Borough of Queens, in the County of Queens, in the City and State of New York, and bounded and described as follows: Beginning at a point in the centre line of Riker avenue equi-distant from the centre lines of Lawrence street and De Bevoise avenue as the same are laid down on the map and filed by the commissioners for laying out streets, avenues, roads and parks in Long Island City, and running thence northerly and along the land of the said party of the second part hereto, to a point where the centre line of the block between De

Bevoise and Lawrence streets, if extended northerly, would intersect the centre line of Berrian Creek and thence running easterly, southeasterly and southerly along the said centre line of said Berrian Creek and the proposed canal, as the same winds and turns to a point where the centre line of said Riker avenue if extended easterly would intersect said centre line of said creek and canal, and from the last named point of intersection running westerly and along the land of the said party of the second part hereto to the point or place of beginning; it being intended hereby to convey to the
7105 said party of the second part all those premises bounded on the south and west by the land of the party of the second part hereto, and on the northeast, east and sontheast by the centre line of Berrian Creek and the proposed canal together with all the right, title and interest of the said parties of the first part in and to the land under water adjoining the same, or appurtenant thereto under said Berrian Creek or said canal."

COMPLAINANT'S EXHIBIT 54.

All those five certain pieces or parcels of land under waters of the East River or Berrian Creek in front of and adjacent to uplands owned by the grantee herein in Lond Island City, Borough of Queens, County of Queens, City and State of New York, bounded and described as follows:

Parcel Number One. Beginning at a point on the south shore of Berrian Creek at the centre line of the creek separating the lands formerly owned by Francis D. Kouwenhoven and the land formerly owned by Edward J. Woolsey at common high-water line and running north 45° east one hundred and eighty feet to the Bulkhead and Pier line of 1890, thence along said line the following courses and distances, south 35° 30′ east five hundred twenty foot, and south 34° 30′ east two hundred one feet, thence south 51° 30′ west thirty-nine feet to common high-water and to a point on the line dividing the land formerly of Patrick Ward and the lands of the grantee herein; thence along high-water line north 35° 30′ west three hundred one feet; thence north 50° 30′ west four hundred nineteen feet to the place of beginning, containing one and eighty-three one-hundre-ths acres.

7106 Parcel Number Two. Beginning at high-water line of Berrian Creek at the line dividing the lands of the Astoria Light Heat and Power Company formerly owned by Edward J. Woolsey and the land formerly owned by Patrick Ward, thence running north 51° 30′ east thirty-nine feet to the Bulkhead and Pier line established 1890, thence along said Bulkhead and Pier line the following courses and distances: South 5° east two-hundred thirty-seven feet, south 13° 47′ west five hundred fifty-two feet, south 35° 30′ west two hundred feet, to a creek known as Luyster Creek, separating the land of the grantee herein from the lands formerly of William, Theodore and Albert Steinway; thence to and along common high-water line of Berrian Creek and the upland of the grantee herein the following courses and distances: north 17° 30′ east three hundred ninety feet, north 13° 47′ east four hundred sixty-three feet, north

2° 30′ west two hundred twelve feet to the place of beginning, containing seventy-six one-hundredths of an acre.

Parcel Number Three. Beginning at common high-water at the south-east corner of Berrian Island at lands granted by the State of New York, October 6th, 1873, to Edward J. Woolsey; thence along said high-water line the following courses and distances: North 9° 30′ east seven hundred eight feet, north 17° 30′ west six hundred feet, north 37° 30′ west five hundred feet, to the lands granted by the State of New York to Edward J. Woolsey, October 6th, 1873; thence along the said lands so granted South 45° west ninety-four feet, to the Bulkhead and Pier line; thence along the said Bulkhead and Pier line south 35° 30′ east five hundred forty-four feet, south 34° 30′ east two hundred one feet, south 5° 30′ east three hundred sixty-four feet, south 13° 47′ west four hundred forty-six feet,
7107 south 21° 15′, east two hundred thirty-five feet to the above-mentioned granted lands; thence along said granted lands north 9° 30′ east fifty-six feet to the place of beginning, containing four and sixty-nine one-hundre-ths acres.

Parcel Number Four. Beginning at common high-water line of the East River, at the center of the creek dividing the lands formerly owned by Edward J. Woolsey and the lands adjacent to the lands herein granted, and running thence north 20° east seven hundred ten feet, to the established Bulkhead and Pier line of 1890; thence along said Bulkhead and Pier line south 35° 30′ east nine hundred eighty-two feet, to a point opposite the center of another creek dividing the lands of the grantee herein adjacent to the lands herein granted and the lands of the grantee herein formerly owned by Edward J. Woolsey; thence south 45° west one hundred eighty feet to common high-water line and the uplands of the grantee herein; thence along said high-water line north 69° 10′ west seven hundred thirty-three feet to the place of beginning, containing eight and one-tenth acres.

Parcel Number Five. Also all those certain lands under water at the westerly end of Berrian Island bounded on the east by the lands granted to Edward J. Woolsey, October 6th, 1873, by the State of New York, and on the west by the Bulkhead and Pier line established of 1890, containing ninety-three and one-hundredths of an acre.

These letters-patent are issued pursuant to a resolution of the Commissioners of the Land Office adopted December 7, 1899, and are subject to the following exception and reservation:

Excepting and reserving to all and every the said People,
7108 the full and free right, liberty and privilege of entering upon and using all and every party of the above-described premises, in as ample a manner as they might have done had this power and authority not been given, until the same shall have been actually appropriated and applied to the purposes of Commerce, by erecting a Dock or Docks or other improvements of a substantial character thereon, or for the beneficial enjoyment of the same by the adjacent owner; provided that unless the fulfillment of the purposes set forth in the application and the grant be entered upon in good faith within five years, this grant be null and void.

COMPLAINANT'S EXHIBIT 55.

ALL those two certain lots, pieces or parcels of land situate, lying and being in the First Ward of the Borough of Queens (late Fifth Ward of Long Island City), Queens County and State of New York, and known and distinguished upon a certain map entitled "Map of property belonging to Kate T. Woolsey, being part of property known as 'Casina Farm' in the Fifth Ward of Long Island City, Queens County, N. Y., made by Julius von Hunerbein, City Surveyor, dated Long Island City, August 16, 1895," and filed in the office of the Clerk of the County of Queens as Lots Nos. 13 (thirteen), 14 (fourteen), in Block No. one hundred and sixty-eight B (168 B), and which said two lots are more particularly bounded and described with reference to said map as follows, viz.: Beginning at a point on the southeasterly side of Boulevard as laid down on said map, distant fifty (50) feet, one and one-quarter (1¼) inches southwesterly from the corner formed by the intersection of the southeasterly side of Boulevard with the southwesterly side of Riker
7109 avenue as laid down on said map; running thence southeasterly and parallel with Riker avenue, one hundred and twenty-two (122) feet, six (6) inches; thence northeasterly and at right angles to Riker avenue, fifty (50) feet to the said southwesterly side of Riker avenue; thence northwesterly along the southwesterly side of Riker avenue, one hundred and nineteen (119) feet, three and one-eighth (3⅛) inches to the southeasterly side of the Boulevard; thence southwesterly along the southeasterly side of the Boulevard, fifty (50) feet, one and one-quarter (1¼) inches to the point or place of beginning TOGETHER with all the right, title and interest of the parties of the first part hereto, of, in and to those portions of Boulevard and Riker avenue, lying in front of and adjacent to said property to the centre lines of said Boulevard and Riker avenue, except for the public use.

COMPLAINANT'S EXHIBIT 56.

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Borough of Queens, City and State of New York, and known as and by lot numbers 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280 and 281 on a certain map entitled "Map of 281 lots of ground situate in the Fifth Ward of Long Island City, Queens County, New York, belonging to the estate of Peter Rapelje, Dec'd surveyed April, 1874, by P. G. Van Alst, City Surveyor," and filed in the office of the Clerk of the County of Queens, July 24th, 1874, and which said lots 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280 and 281, according to said map, are bounded as follows: BEGINNING at a point in the northeasterly side of Winthrop Avenue
7110 distant 78 feet and 11⅝ inches southeasterly from the southeasterly intersection of De Bevoise and Winthrop Avenues, and running thence northeast and along the lands now or formerly owned by Sarah De Bevoise 407 feet 4½ inches more or less to

a point on the southeasterly side of the Witch or Small Creek, and running thence with and along said Witch or Small Creek and adjacent to the Meadow Land now or formerly owned by E. J. Woolsey in a general west and northwesterly direction to the southeasterly side of De Bevoise Avenue, and thence southwest along the said southeasterly side of De Bevoise Avenue 300 feet more or less, to the northeasterly intersection of De Bevoise and Winthrop Avenues, and thence southeasterly 78 feet 11⅝ inches to the point or place of beginning. TOGETHER also with all that lot, piece or parcel of land situate, and being in the said Borough of Queens, City and State of New York and known as Lot No. 269 on aforementioned map and described as follows: BEGINNING at a point in the southeasterly intersection of De Bevoise and Winthrop Avenues, and running thence southwest and along southeast side of De Bevoise Avenue 145 feet 11⅜ inches, and thence northeast from De Bevoise Avenue 154 feet 7¼ inches, to a point in the southwest side of Winthrop Avenue and thence northwest and along Winthrop Avenue 51 feet ⅛ inches to lot, point or place of beginning. Together with all the right, title and interest of the party of the first part in and to the streets in front of and adjoining said lots 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280 and 281.

Being the same premises conveyed to the party of the first part by William M. D. de Peyster, by a deed dated September 26, 1901, and recorded in the office of the Register of the County of Queens in Liber 1264 of Conveyances, page 64, on October 3, 1901.

7111 COMPLAINANT'S EXHIBIT 57.

ALL those fifteen lots, pieces or parcels of land situate, lying and being in Long Island City, County of Queens and State of New York, known and distinguished on a certain map filed in the office of the Clerk of the County of Queens, entitled "Map of two hundred eighty-one lots of ground situate in the Fifth Ward of Long Island City, Queens County, New York, belonging to the estate of Peter Rapelje, dec.," surveyed April, 1874, by P. G. Van Alst, City Surveyor, as lots numbered from (30) thirty to (44) forty-four, both inclusive, and with reference to the streets and avenues, as established by the commissioners of streets under "An act to provide for the laying out of streets, avenues, roads and parks in Long Island City, passed April 26th, 1871, and the acts amendatory thereof, and laid down on the map aforesaid, which said lots numbered (30) thirty to (44) forty-four, both inclusive, taken together, are bounded and described as follows:

BEGINNING at the northerly corner of De Bevoise and Winthrop Avenues, running thence northwesterly along Winthrop Avenue, one hundred and ninety-seven feet eleven inches and five-eighths of an inch to land of E. J. Woolsey; thence easterly along land of said Woolsey three hundred and sixty-six feet one inch and five-eighths of an inch to a corner, thence southerly along land of said Woolsey, fifty-two feet nine inches and one-eighth of an inch to De Bevoise Avenue, and thence southwesterly along De Bevoise Avenue, three

hundred and twenty-one feet one inch and three-eighths of an inch to the point or place of beginning. With one-half of the streets and avenues belonging to said estate of Peter Rapelje, deceased, in front of and adjoining said premises to the centre line of said
7112 streets and avenues, subject to the right of way over such part of said street and avenues in favor of the owners of any part of the lots laid down on said map.

These premises are conveyed without any right of way over or dedication of that part of De Bevoise Avenue which lies within Wolcott Avenue and the Old Bowery Bay Road.

This property being a part of the property conveyed to Edwin Bellman by Francis D. Kouwenhoven and Luke Kouwenhoven, sole acting Executors of the Last Will and Testament of Peter Rapelje late of Long Island City, Queens County, New York, by deed dated July 21st, 1874, and recorded in Queens County Clerk's office in Liber 442 of Deeds, page 354, on July 9, 1874.

Being the same premises described in a certain deed of conveyance to William V. Clark, one of the parties of the first part hereto by Marion M. Bellman, widow of Edwin Bellman, and John J. Bellman and others, children and devisees under the Last Will and Testament of Edwin Bellman, deceased, dated November 18, 1901.

It being intended by this instrument to convey unto the said party of the second part, its successors and assigns, all the right, title and interest of, in and to the said premises that was, or has been, conveyed to the said William V. Clark by such deed or Marion M. Bellman, the widow, and John J. Bellman and others, children and devisees under the Last Will and Testament of Edwin Bellman, deceased, and in and by a certain deed of conveyance made and executed to the said William V. Clark by Jean R. Phillips and others, children of the children of said Edwin Bellman, deceased, dated November 18, 1901.

7113 COMPLAINANT'S EXHIBIT 58.

"All those seventeen lots, pieces or parcels of land, situate, lying and being in the First Ward of the Borough of Queens, City of New York, formerly known as Long Island City, County of Queens and State of New York, and known and distinguished on a certain map entitled "Map of 190 lots of ground, situate in the Fifth Ward of Long Island City, Queens County, New York, belonging to Sarah J. De Bevoise" surveyed April 1874 by P. G. Van Alst, surveyor, filed in the Queens County Clerk's office May 17, 1893, as lot- numbers one to seventeen inclusive (1 to 17), said lots being all of the lots on said map lying Northeast of Winthrop Avenue as there laid down.

AND ALSO all that certain other piece or parcel of land situate, lying and being in the First Ward of the Borough of Queens, City of New York, formerly known as Long Island City, County of Queens and State of New York, and bounded and containing as follows, to wit:

BEGINNING at the corner formed by the intersection of the Northeasterly side of Winthrop Avenue as laid down on the map

made and filed by the Commissioners for laying out streets, avenues, roads and parks in Long Island City, and the Northwesterly side of Rapelje Avenue as laid down on said map, and running thence Northwesterly along said Winthrop Avenue twenty-seven feet and eight inches more or less to land formerly belonging to Jacob Rapelje and subsequently to Peter Rapelje, and conveyed or intended to be conveyed by Sarah Jane De Bevoise to Henry W. Biffar and Ada E. Biffar, his wife, and Melchior P. Biffar by deed, bearing date the twenty-second day of May, 1893, thence Northwesterly along
7114 said last mentioned land and nearly parallel with Rapelje Avenue one hundred feet more or less to a ditch or creek separating the said last mentioned land from the said piece or parcel of land hereby described and herein granted and conveyed; thence still Northeasterly along the centre line of the said ditch or creek to the intersection of the same by a ditch or creek separating the said land formerly belonging to Jacob Rapelje and now of the said Henry W. Biffar, Ada E. Biffar, his wife, and Melchior P. Biffar, from land formerly of Samuel Berrian and recently of Edward J. Woolsey, deceased; thence Easterly along the centre line of the main ditch or creek separating the said last mentioned land from the piece or parcel of land hereby described and herein granted and conveyed, to a point on the Northwesterly side of Rapelje Avenue, distant three hundred and fifteen feet more or less Northeasterly from the said place of beginning, and thence Southwesterly along said Rapelje Avenue three hundred and fifteen feet, more or less to the point and place of beginning.

AND ALSO all that other piece or parcel of land situate, lying and being in the First Ward of the Borough of Queens, City of New York, formerly known as Long Island City, County of Queens and State of New York, and bounded and containing as follows, to wit:

BEGINNING at a point on the southeasterly side of Rapelje Avenue as laid down on the map made and filed by the Commissioners for laying out streets, avenues, roads and parks in Long Island City, distant one hundred and thirty-seven feet and six inches Northeasterly from the corner formed by the intersection of the Southeasterly side of Rapelje Avenue and the Northeasterly side of Winthrop Avenue, as laid down on said map, and running thence North-
7115 easterly along said Rapelje Avenue one hundred and sixty-seven feet and six inches, more or less, to the centre line of the main ditch or creek separating the piece or parcel of land hereby described and herein granted and conveyed from land formerly of Samuel Berrian, and recently of Edward J. Woolsey, deceased; thence southerly along the centre line of the said main ditch or creek to a line drawn parallel with and distant one hundred and seventy feet Southeasterly from the Southeasterly side of Rapelje Avenue; thence Southwesterly and parallel with said Rapelje Avenue about seventy-five feet to a line drawn parallel with and distant one hundred and thirty-seven feet and six inches Northeasterly from the Northeasterly side of said Winthrop Avenue, and thence Northwesterly and parallel with said Winthrop Avenue one hundred and seventy feet to the place of beginning.

ALSO the estate and interest of the said party of the first part in and to the land included within the limits of said Rapelje Avenue and said Winthrop Avenue in front of and adjoining the said pieces or parcels of land above described and hereby conveyed to the centre lines of said avenues respectively.

ANY reference hereinabove contained to Rapelje Avenue and Winthrop Avenue as the same are laid down on the map made and filed by the Commissioners for laying out streets, avenues, roads and parks in Long Island City, for the convenience of description only, and it is not intended thereby to dedicate to the use of the public and land included in said Rapelje Avenue, nor any land included in said Winthrop Avenue.

BEING the same premises conveyed to the party of the first part by Frederic N. Gilbert, by a deed, dated April twenty-four, 1902, and recorded in the office of the Clerk of Queens County in Book 1278 of Conveyances, page 427."

7116 COMPLAINANT'S EXHIBIT 59.

"ALL those four certain plots, pieces or parcels of land, situate, lying and being in the County of Queens, City and State of New York, known and designated on a certain map entitled 'Map of property belonging to the Estate of Abraham Polhemus, deceased, in the Town of Newtown, Queens County, State of New York, December 3rd, 1844, surveyed by Gardiner A. Sage, City Surveyor,' and filed in the office of the Clerk of the County of Queens on the 29th day of April, 1845, as and by plots Nos. Five (5), Twelve (12) and Eleven (11) and more particularly described as follows (excepting only the grave yard situate in plot No. Five (5) as reserved in original Deed of 1781).

Plot No. 5: Beginning at a point on the southeasterly side of the Shore Road as laid down on said map adjoining the northeasterly side of Plot No. 4, as shown on said Map; running thence southeasterly along the northeasterly side of Lot No. 4, Eleven hundred and forty (1140) feet to Lot No. 7, as shown on said Map, property of the Astoria Light, Heat and Power Company; thence northeasterly along said Lot No. 7, Two hundred and eighty-seven (287) feet to Lot No. 6 on said Map, property of the Astoria Light, Heat and Power Company, thence northwesterly along said Lot No. 6, Twelve hundred and thirty-three (1233) feet to the southeasterly side of the Shore Road; and thence southwesterly along the said southeasterly side of said Shore Road as the same winds and turns to the point or place of beginning, containing Eight and thirty-three one hundredths (8.33) acres, be the said dimensions and acreage more or less.

Plot Nos. 12 and 11. Beginning at a point on the northeasterly side of a certain road laid down on the aforesaid Map and
7117 designated as "Road in Common, fifty (50) feet wide," distant Sixteen hundred and thirty-eight (1638) feet southeasterly from the corner formed by the intersection of the southeasterly side of said Shore Road and Plot No. 4, as laid down on said

Map; running thence northeasterly along Plot No. 7, property of the Astoria Light, Heat and Power Company, Six hundred and twenty-four (624) feet to other lands of the Astoria Light, Heat and Power Company; thence southeasterly along the said last mentioned land, Twelve hundred and twelve (1212) feet to lands belonging to Jacob Rapelje, as shown on said Map; thence southwesterly along said last mentioned land, Four hundred and seventy-nine (479) feet to the northeasterly side of said road designated as "Road in Common," as aforesaid, and thence northwesterly along the northeasterly side of said road. Twelve hundred and fifty-one (1251) feet to the point or place of beginning, containing Fifteen and fifty-seven one hundredths (15.57) acres, be the said dimensions and acreage more or less.

Also all that land and lands under water beginning at the westerly corner of Lot No. 5, and running northeasterly along the said Shore Road to the northerly corner of said Lot No. 5, running thence northwesterly along the northeasterly line of said Lot No. 5 extended, to the bulkhead and pier head line, thence southwesterly along the said bulkhead and pier line about Three hundred and fifteen (315) feet to a point in the East River where the said bulkhead and pier line is intersected by the southwesterly line of said Lot No. 5 extended, thence southeasterly along the said southwesterly line of said Lot No. 5 extended to the point or place of beginning, containing about Forty-eight thousand, five hundred and thirteen (48,513) square feet.

Also all the right, title and interest of the party of the first
7118 part of, in and to the said Shore Road, and said "Road in Common," as laid down on said Map and also all right, title and interest of the party of the first part of, in and to the lands under water in front of and adjoining said Plot No. 5, so far as the rights of the party of the first part extend.

And also all the right, title and interest of the party of the first part of, in and to any and all Awards made for the opening of Walcott Avenue."

COMPLAINANT'S EXHIBIT 60.

ALL that certain piece or parcel of land under waters of the East River or Luyster Creek, in front of and adjacent to upland of the grantee herein, in the Borough of Queens, in the County of Queens, in The City of New York and State of New York, described as follows:

BEGINNING at a point in the Pier and Bulkhead Line established by the War Department, 1891, on the Westerly side of Luyster Creek, and in the easterly line of lands under water granted to The Astoria Light, Heat and Power Company, December 12th, 1899, which point is distant seven hundred and eighty feet northerly from the northerly line of Riker Avenue produced, measured on a line at right angles thereto, and distant six hundred feet westerly from the westerly line of Blackwell Street, measured on a line at right angles thereto; thence northerly and westerly along said Pier

and Bulkhead Line as the same bends, and along the said granted lands two thousand five hundred and fifty feet to the lands under water adjacent to Lawrence Point granted to Edward J. Woolsey, October 6th, 1873, and now owned by the grantee herein; thence
7119 north twenty degrees east and along said granted lands six hundred and ten feet to the Pier and Bulkhead Line, established by the War Department in 1903, for the easterly shore of the East River at Lawrence Point; thence along said line of 1903, south sixty-seven degrees fifty-nine minutes east seven hundred and forty feet to its point of intersection with the lands under water adjacent to Berrian Island granted to Edward J. Woolsey, October 6th, 1873, now owned by the grantee herein; thence south twenty-one degrees thirty minutes west and along said granted lands three hundred and ten feet to the Pier and Bulkhead line of Berrian Island established 1891, which line is also the westerly boundary line of lands under water adjacent to Berrian Island granted to The Astoria Light, Heat and Power Company, December 12th, 1899; thence in a southerly direction and along said Pier and Bulkhead line of 1891, as the same bends and along said granted lands five hundred and ten feet to the lands under water granted to Edward J. Woolsey, aforesaid, now owned by the grantee herein; thence along the said granted lands the following course and distances; south twenty-one degrees thirty minutes west one hundred and sixty feet; south thirty-eight degrees thirty minutes east two hundred and fifteen feet; north forty-five degrees east one hundred and twenty-nine feet to the Pier and Bulkhead Line established by the War Department, 1891, for the northeasterly side of Berrian Creek, which line is also the southerly and westerly boundary of the lands under water adjacent to Berrian Island granted to The Astoria Light, Heat and Power Company, December 12th, 1899; thence southerly and easterly along said Pier and Bulkhead Line of 1891, as the same bends, and along said granted lands one thousand eight
hundred feet to lands under water granted to Edward J.
7120 Woolsey, aforesaid, and now owned by the grantee herein; thence south nine degrees thirty minutes west and along said granted lands fifteen feet to the Pier and Bulkhead Line established 1903, thence north seventy-six degrees eleven minutes west and along said Pier and Bulkhead line of 1903, three hundred and fifty feet to the point or place of beginning, containing twenty-one acres and fifty-two hundredths of an acre. The bearings are magnetic.

COMPLAINANT'S EXHIBIT 61.

"All that certain tract, piece or parcel of land situate in the First Ward of the Borough of Queens of the City of New York, in the County of Queens and State of New York (formerly in the Fifth Ward of Long Island City, in the said County and State), and more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Wolcott Lane with the easterly side of the Shore

Road, as the said lane and road existed immediately previous to the making and filing of the map made and filed by the commissioners for laying out streets, avenues, roads and parks in Long Island City; running thence easterly along the said northerly side of Wolcott Lane one thousand and thirty-six (1,036) feet and nine and one-half (9½) inches; thence northerly and at an angle of ninety-one (91) degrees, twenty-seven (27) minutes and forty (40) seconds with the last course one hundred and twenty-seven (127) feet one and one-half (1½) inches to land formerly of Cornelia P. Trowbridge; thence northwesterly and along said land formerly of Cornelia P. Trowbridge; one thousand and forty-one (1,041)
7121 feet, four and one-half (4½) inches, more or less, to the said Easterly side of the Shore Road; and thence Southerly along the said Easterly side of the Shore Road Two hundred and three (203) feet and three (3) inches, more or less, to the point or place of beginning.

Excepting, however, from the premises above described so much thereof as has heretobefore been acquired by The City of New York for the opening or widening of Wolcott Avenue.

Together with all the right, title and interest of the party of the first part of, in and to the land lying in said Wolcott Lane and the Shore Road in front of and adjacent to, said premises.

Also all the right, title and interest of the party of the first part, of, in and to the land under the waters of the East River in front of, and adjacent to said premises, granted by The People of the State of New York to Eliza B. Polhemus by Letters Patent bearing date July 22nd, 1873, and recorded in the office of the Clerk of the County of Queens on the 5th day of September, 1873, in Liber 419 of Conveyances, Page 288, and described in said Letters Patent as follows: the land under water and between high and low water mark, described as follows, to wit:

All that certain piece or parcel of land under the waters of the East River in front of and adjacent to the uplands belonging to said Eliza B. Polhemus, situate in Long Island City, County of Queens and which is bounded and described as follows, to wit:

BEGINNING at a point in the Southerly shore of the East River at common high water mark and in the boundary line dividing the lands owned by Cornelia P. Trowbridge from the lands of the said Eliza P. Polhemus, and running thence North thirty-four
7122 (34) degrees and forty-five (45) minutes West One hundred and ninety-four (194) feet to the permanent Bulkhead and Pier Line; thence along the said permanent Bulkhead and Pier Line South Seventy-nine (79) degrees and forty-five minutes West Two hundred and eighteen (218) feet, thence South thirty-nine (39) degrees and thirty (30) minutes East Two hundred and twenty-five (225) feet to common high water mark; thence along the said common high water mark North forty-nine (49) degrees and thirty (30) minutes East Two hundred (200) feet to the point or place of beginning. CONTAINING an area of Forty-three thousand nine hundred and ninety-five (43,995) square feet of land, being the same premises conveyed to the party of the first part by Gustave Goetze and others by Deed dated December 21st, 1904."

COMPLAINANT'S EXHIBIT 62.

DESCRIPTION OF PROPERTY CONVEYED BY

FREDERIC N. GILBERT

TO

THE ASTORIA LIGHT, HEAT AND POWER COMPANY.

Dated March 24, 1903.

ALL that certain tract or parcel of land with the buildings thereon erected, situate, lying and being in Long Island City (formerly Newtown, and now Borough of Queens), in the County of Queens and State of New York, and bounded and containing as follows, viz.:

BEGINNING at a point on the southerly side of the Shore
7123 Road at the division line between the hereby granted premises and the land of R. A. Robertson, and running thence along the land and premises of said R. A. Robertson, south thirty-five degrees, thirty-six minutes, east two hundred and two feet, seven and three-eighths inches; thence south thirty-four degrees, forty-five minutes, East eight hundred and seven feet three and five-eighths inches to the center line of the strip of land down on the map or survey of Long Island City, filed in the office of the Clerk of said County of Queens and in the office of the Secretary of State, made by the Commissioners of streets, wards, avenues and parks in said City, and thereon designated as Van Alst Avenue; thence along the center line of said strip so designated as Van Alst Avenue north forty-nine degrees, thirty-nine minutes, East six hundred and twelve feet two and three-eighths inches to the Old Bowery Bay Road; thence northwestwardly along the Bowery Bay Road as it winds and turns to its intersection with the Shore Road aforesaid; and thence southerly along the Shore Road to the place of beginning; containing nine acres and nine hundred and seventy-one thousandths acres, more or less.

Also all that certain other tract or parcel of land and land under water situate in the City aforesaid and opposite to the parcel of land herein firstly described:

BEGINNING at a point on the northerly side of the said Shore Road at the boundary line of the lands of R. A. Robertson and the land and premises hereby intended to be conveyed, and running thence along the Shore Road north forty-five degrees fifty-six minutes, east ninety-two feet one and three-quarter inches; thence north forty-two degrees and thirty-two minutes and thirteen seconds east two hundred and one feet four inches; and thence still along
7124 said Shore Road north fifty-four degrees fifty minutes, east one hundred and thirty-eight feet ten inches; thence running on a line at right angles to the Shore Road, or nearly so, north thirty-five degrees forty-five minutes and ten seconds, west to the permanent bulkhead and pier line as established by law; thence southerly along

the said permanent bulkhead and pier line to a point opposite to the place of beginning; and thence south thirty-four degrees forty-five minutes, east to the point or place of beginning; and also the right, title and interest of the party of the first part in and to the Old Bowery Bay Road and the Old Shore Road lying in front of and adjoining the premises first herein described.

Being the same premises conveyed to the party of the first part, by William E. Strong and wife by a deed dated February 24, 1903, and recorded in the office of the Clerk of Queens County.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

COMPLAINANT'S EXHIBIT 63.

(Blue Print.)

7125 COMPLAINANT'S EXHIBIT 64.

SECTION 889 OF THE GREATER NEW YORK CHARTER, IN REGARD TO ASSESSMENT OF REAL ESTATE FOR THE PURPOSE OF TAXATION.

DEPUTY TAX COMMISSIONERS; DUTIES OF IN ASSESSING TAXABLE PROPERTY.

SEC. 889. It shall be the duty of the deputy tax commissioners, under the direction of the board of taxes and assessments, to assess all the taxable property in the several districts that may be assigned to them for that purpose by said board, and they shall furnish to the said board, under oath, a detailed statement of all such property, showing that said deputies have personally examined each and every house, building lot, pier or other assessable property, giving the street, lot, ward, town and map number of such real estate embraced within said districts, together with the name of the owner or occupant, if known; also the sum for which, in their judgment, each separately assessed parcel of real estate under ordinary circumstances would sell if it were wholly unimproved; and separately stated, the sum for which, under ordinary circumstances, the same parcel of real estate would sell with the improvements, if any, thereon; with such other information in detail relative to personal property or otherwise, as the said board may, from time to time require. Such deputies shall commence to assess real and personal estate on the first Tuesday in September in each and every year.

(As amended by L. 1903, ch. 454.)

7126 COMPLAINANT'S EXHIBIT 65.

SECTION 892 OF THE GREATER NEW YORK CHARTER IN REGARD TO ASSESSMENT OF REAL ESTATE FOR THE PURPOSE OF TAXATION.

ANNUAL RECORD OF ASSESSED VALUATION; WHAT THEY CONTAIN AND WHEN TO BE OPEN FOR EXAMINATION AND CORRECTION.

SEC. 892. There shall be kept in the several offices established by the department of taxes and assessments books to be called "the annual record of the assessed valuation of real and personal estate of the borough of ——," in which shall be entered in detail the assessed valuation of such property within the limits of the several boroughs of the city of New York as established by this act. In such books the assessed value of real estate shall be set down in two columns; in the first column shall be given, opposite each separately assessed parcel of real estate, the sum for which such parcel under ordinary circumstances would sell if wholly unimproved; and in the second column shall be set down the sum for which the said parcel under ordinary circumstances would sell, with the improvements, if any, thereon. The said books shall be open for public inspection, examination and correction from the second Monday in January until the first day of April in each year; but on the said last mentioned day the same shall be closed to enable the board of taxes and assessments to prepare assessment rolls of the several boroughs for delivery to the board of aldermen. The said board previous to and during the time the said books are open as aforesaid for inspection shall adver-
7127 tise the fact in the City Record and in such other newspaper or newspapers published in the several boroughs created by this act as may be authorized by the board of city record.

(As amended by L. 1903, ch. 454.)

COMPLAINANT'S EXHIBIT 66.

July 17th, 1906.

Lease of Bulkheads between 20th and 21st and 21st and 22d Streets, East River, Borough of Manhattan: Dated July 19, 1901.

All that certain wharf property situated on the East River in the Borough of Manhattan, City of New York, known and described as follows:

"Bulkhead on the East River between the northerly side of East 20th Street and the southerly side of East 21st Street, and between the northerly side of East 21st Street and the southerly side of East 22d Street, together with the right to enter upon the said wharf property for the purposes of this lease and to collect the said wharfage."

Term of the lease is for ten years with privilege of two renewals of ten years each.

Lease to begin at time of completion by the City of the said bulkheads.

Occupancy was given to the Gas Company of the bulkhead between 20th and 21st Streets on October 1st, 1902:

Of the bulkhead between 21st and 22d Streets, December 1st, 1901.

Rental is 5 per cent. of the cost to the City of New York of the improvements at the said water front.

Amount of rental is $17,806 per annum, as per letter from Dock Department, April 16th, 1904, filed with lease.

7128 An increased rental of 5 per cent. is to be paid from the beginning of each renewal term.

The Gas Company is to keep in good repair at its own cost all of said bulkheads.

COMPLAINANT'S EXHIBIT 67.

July 17th, 1906.

Lease of northerly half of pier foot of East 21st Street, Borough of Manhattan:

Description of property: "All and singular the wharfage which may arise, accrue or become due for the use and occupation in the manner and at the rates prescribed by law of all that certain public wharf property, situated at the East River, in the Borough of Manhattan, City and County of New York, and known and described as follows, to wit:

"Northerly half of the pier foot of East 21st Street, together with the right to enter upon said wharf property for the purposes of this lease and to collect said wharfage."

Annual rental, $3,000.

Gas Company also agrees to maintain the pier in good repair and condition and do all necessary dredging.

Date of lease, November 1st, 1902.

Term: Five years.

7129 COMPLAINANT'S EXHIBIT 68.

DEPARTMENT OF DOCKS AND FERRIES

OF THE CITY OF NEW YORK,

PIER A, NORTH RIVER, NEW YORK

J. A. BENSEL, Commissioner.

B

Consolidated Gas Company, 4 Irving Place, Manhattan, Foot of East 15th Street, East River.

Privilege is hereby granted to use and occupy the bulkhead at the above location. Rent to be paid at the rate of $400 per annum,

payable quarterly in advance to the Cashier of this Department. This renewal permit begins May 1st, 1906, will continue during the pleasure of the Commissioner, and will terminate by limitation of time on April 30, 1907.

J. A. BENSEL,
Commissioner.

Dated April 26, 1906.

Per J. W. SAVAGE, *Secretary.*

ATTENTION.

This notice must be kept on the premises described above for the inspection of the Dock Master.

7130 COMPLAINANT'S EXHIBIT 69.

DEPARTMENT OF DOCKS AND FERRIES

OF THE CITY OF NEW YORK,

PIER A, NORTH RIVER, NEW YORK

J. A. BENSEL, Commissioner.

B

Consolidated Gas Company, 4 Irving Place, Manhattan, Between 98th and 99th Streets, East River.

Privilege is hereby granted to use and occupy the bulkhead at the above location. Rent to be paid at rate of $900 per annum, payable quarterly in advance to the Cashier of this Department. This renewal permit begins May 1st, 1906, will continue during the pleasure of the Commissioner, and will terminate by limitation of time on April 30, 1907.

J. A. BENSEL,
Commissioner.

Dated April 26, 1906.

Per J. W. SAVAGE, *Secretary.*

ATTENTION.

This notice must be kept on the premises described above for the inspection of the Dock Master.

7131

STATE EXHIBIT A.

ASSESSED VALUES OF REAL ESTATE—1906.

Block.	Lot.	Land alone.	Land with improvements.
239	1	79,100	90,000
	5	28,000	38,000
688	21	225,000	225,000
689	17	285,000	335,000
690	12	250,000	320,000
	40	7,500	7,500
	62	7,500	7,500
	43	7,500	7,500
	44	7,500	7,500
	45	7,500	7,500
	48	7,500	8,000
	49	7,500	7,500
	50	7,500	7,500
	51	7,500	7,500
	52	7,500	7,500
	53	7,000	7,000
691	11	95,000	185,000
715	51	10,000	10,000
	59	80,000	100,000
716	14	32,000	36,000
870	54	9,500	12,000
	56	39,000	44,000
	59	95,000	135,000
	60	31,500	40,000
951	35	50,000	60,000
952	7	275,000	335,000
	29	10,000	10,000
	30	17,000	27,000
	33	6,500	8,000
	34	7,000	8,000
	35	25,000	45,000
953	1	500,000	785,000
972	45	20,000	21,000
978	1	9,000	15,000
	2	6,000	12,000
		2,266,600	2,978,500

STATE EXHIBIT A—Continued.

Block.	Lot.	Land alone.	Land with improvements.
7132		2,266,600	2,978,500
978	3	6,000	12,000
	5	13,000	20,000
	6	335,000	500,000
979	1	351,500	542,000
982	13	275,000	475,000
985	7	155,000	200,000
	19	6,000	6,000
	20	6,000	6,000
	39	6,000	6,000
	40	6,000	6,000
987	37	55,000	55,000
	41	6,000	6,000
	42	6,000	6,000
	43	12,000	12,000
	51	7,000	7,000
988	1	350,000	550,000
989	1	155,000	275,000
	26	90,000	95,000
991	1	180,000	180,000
	26	115,000	115,000
	47	35,000	35,000
	50	35,000	35,000
1070	5	58,000	70,000
1071	10	9,500	9,500
	11	9,500	9,500
	12	9,500	9,500
	13	9,500	9,500
1089	1	525,000	800,000
1090	23	50,000	53,000
1092	1	300,000	550,000
	28	5,000	5,500
	38	3,500	5,000
	38½	3,500	5,000
	39	3,500	5,000
1093	1	250,000	425,000
1107	7	75,000	85,000
		5,783,600	8,164,000

STATE EXHIBIT A—Continued.

	Block.	Lot.	Land alone.	Land with improvements.
7133			5,783,600	8,164,000
	1107	23	75,000	75,000
		28	75,000	75,000
	1156	45	5,000	9,500
		46	16,000	18,000
	1157	1	500,000	1,000,000
	1177	21	140,000	150,000
	1455	13	156,000	156,000
	1457	6	125,000	225,000
	1474	24	15,000	15,000
	1642	32	16,000	43,000
		33	33,000	52,000
	1643	56	27,000	27,000
		57	13,500	13,500
		58	13,000	13,000
	1670	1	365,000	525,000
	1682	8	7,000	7,000
		11	275,000	500,000
	1683	18	55,000	55,000
		34	6,000	6,000
		35	6,000	6,000
	1692	1	130,000	135,000
	1704	1	285,000	330,000
	1712	2	30,000	35,000
	1999	1	265,000	350,000
	2175	15	14,000	14,000
		18	24,000	36,000
		22	25,000	25,000
		100	28,000	28,000
			8,508,100	12,088,000

7134 COMPLAINANT'S EXHIBIT 70.

SCHEDULES OF APPRAISEMENTS AND VALUATIONS OF THE CONSTITUENT COMPANIES FORMING THE BASIS OF THE CONSOLIDATION.

Manhattan	A.
New York	B.
Metropolitan	C.
Municipal and Knickerbocker	D.
Harlem	E.

A.

VALUATION OF THE WEST EIGHTEENTH STREET STATION OF THE MANHATTAN GAS-LIGHT COMPANY.

NEW YORK, *August* 25, 1884.

BLOCK No. 1.

On Tenth and Eleventh Avenues, between W. 17th and W. 18th Streets contains: Coal Houses, Retort Houses, Condensing and Purifier Houses, Meter House, Shops, etc. detailed as follows:

1. Office and laboratory, 90 feet by 34 feet, two stories: Brick building with timber roof slated	$22,000	
Office and drawing-room furniture, upstairs	2,000	
Office and drawing-room furniture, downstairs	3,500	
Photometer room, laboratory apparatus, etc.	4,200	
Experimental gas-works apparatus	4,000	
		$35,700
Carried Forward		$35,700

7135

Brought Forward	$35,700
2. Coal houses, 146 feet x 184 feet 10 in., in four sections, brick buildings on pile and concrete foundations, heavy timbered roof, with series of cast-iron supporting columns, and covered with slate	74,896
3. Gangway shed, brick building, on piles, arched sides, iron columns, wooden roof, slated gutters, etc.	9,223
4. Tar well, four tar wells	4,222
5 and 6. Boiler house and chimney 45	

	feet by 15 feet. Brick building, wooden roof tinned, including chimney, forty feet high	$2,314	
	Including boiler and engine etc.	4,000	
	Including coal apparatus	4,326	
			10,640
7.	Retort house, 402 feet x 115½ feet in two sections, brick building on piles, iron roof in two spans, supported in center on one row of columns—girders, etc., Louvre blinds, gutters, etc., of iron		159,936
8.	Coal bunkers and railings, elevated coal bunkers, both inside and outside, including rails and cars	$52,295	
	Carried Forward		$294,617
7136			
	Brought Forward		$294,617
	Stoker railway, transferable and turntable	3,441	
			55,736
9.	Four hydraulic elevators with pumping apparatus, pipes, valves, foundations, etc.		15,500
10.	Benches, foundations for 200 benches	$41,252	
	Bench masonry and iron work for ninety-eight benches of sixes, at $1,850	181,300	
	Bench masonry and iron work for thirty-six benches of fives, at $1,700	61,200	
			283,752
11.	Stoking apparatus, five charging machines at $6,000	$30,000	
	Five raking machines at $7,000	35,000	
			65,000
12.	Retort house connections, take-off valves and tar connections with gas mains, supports, etc.		8,070
13.	Retort house tools, tools for benches		6,000
14.	Condenser House, 43 feet 10 inches x 59 feet 9 inches, brick building, iron roof, slated		11,132
15.	Condensers, two multitubular condensers each containing 480 four-inch tubes		30,000
16.	Zig zag scrubber, including trays, etc.		7,640
	Carried Forward		$777,447

7137	*Brought Forward*	$777,447
17.	Connections in condenser house, twenty-four-inch valves, thirty-inch valves, pipes for gas, tar and water	6,645
18.	Foundations for two condensers and one scrubber of brick with stone trimming	2,370
19.	Tower scrubbers, complete with trays, stair tower, water and steam connections	37,840
20.	Foundations on piles with brick and granite finish.	7,239
21.	Tower scrubber connections, gas connections, valves, etc.	1,418
22.	This item included in detail No. 5.	
23.	Purifier and meter house, 184 x 88, two wings, extensions for lime and meters, iron roof slated	59,589
24.	Purifying apparatus, twelve purifiers complete with trays, three center seals and connections; elevated railway, and galleries with two carriages and rails	67,592
25.	Included in detail No. 24.	
26.	Deodorizing apparatus, consisting of washer, steam jet, etc., apparatus underground iron and cement pipe, three culverts, etc., lime barrows	14,098
27.	Two station meters, wih connections, valves and all complete without foundations, which latter are included in the estimate of building	22,706
	Carried Forward	$996,944
7138	*Brought Forward*	$996,944
28.	Tin shop, tools, stock and fixtures	950
29.	Store-room and rigging loft, tools, stock and fixtures	7,500
29*a*.	Hose carriage room, tools, stock and fixtures	2,700
30.	Boiler and engine-house, 47 feet 6 x 47 feet 6, of brick, with roof consisting of cast iron water tank for roof and chimney stairs	18,330
31.	Contents of boiler and engine-house, one boiler set in brick work, one horizontal engine, two feed pumps and fittings, one Worthen pump, one compensator, two rotary exhausters, recording and pressure gauges, and all mains, small pipes, etc.	10,630
32.	Machine shop over engine room, all machine tools, shafting, pulleys and belts, small tools, work benches, etc.	3,045
33.	Work-shop buildings, all mason and carpenter work complete, wooden roof covered with slate	13,659
34.	Machine shop contents in work-shop building, tools, stock and fixtures	4,990
35.	Carpenter shop contents, tools, stock and fixtures	3,995
36.	Blacksmith shop contents, tools, stock and fixtures.	1,080
37.	Pipe shop contents, tools, stock and fixtures	4,915
	Carried Forward	$1,068,738

7139	*Brought Forward*	$1,068,738
38.	Fitting shop contents, tools, stock and fixtures....	2,150
39.	Tool House contents, bars, shovels, etc.....	500
40.	Street Department material, tools, stock and fixtures	1,600
41.	Office store room contents, tools, stock and fixtures.	600
42.	Paint shop contents, tools, stock and fixtures.....	975
43.	Tile house contents, tools, stock and fixtures.....	150
44.	Coke yard wall of brick.....	3,431
		$1,078,144

BLOCK NO. 2.

West 18th Street, above 10th Avenue, two inclosed gas holders, also well.

1.	Gas holder building, 188 x 92, brick, with heavy stone trimmings, extra heavy roof and internal posts, framing, etc.	$45,251
2.	Two gas holders, Nos. 1 and 2, guide rails on the frame, counter weights, etc.....	34,186
3.	Two tanks, with inlet pipe, guide plates, well and cover	41,800
4.	This item is included in detail 3.	
5.	Street department shed, brick building and frame addition	1,900
6.	Well	15,000
		$138,137

7140 BLOCK NO. 3.

On 10th and 11th Avenues, between West 16th and West 17th Streets, contdins four gas holders and two coal storage yards, etc.

1.	Four gas holders, Nos. 5, 6, 7, 8.....	$100,000
2.	Four tanks for above holders, including inlet pipe and well	120,800
3.	Valve house, brick, with connections.....	2,200
4.	Tank yard, wall brick, with gates, etc.....	10,950
5.	Coal yard No. 1, with brick engine and boiler house, and coal distributing machinery.....	32,032
6.	Coal yard No. 2, with brick engine and boiler-house and coal-distributing machinery.....	36,782
7.	Pump-shed and contents, building of wood, including two pumps, etc.....	1,500
		$304,264

BLOCK NO. 4.

On 10th and 11th Avenues, between West 18th and West 19th Streets; contains two gas-holders, coal yards, etc.

1.	Two gas-holders, Nos. 3 and 4	$52,000
2.	Two tanks, for above holders, including inlet-pipe and well	60,800
3.	Valve-house, of brick with connections	1,800
3a.	Fence around pipe-yard, wooden fence	230
4.	Boiler-house, of brick, with chimney, including machinery	3,930
	Carried Forward	$118,760
7141		
	Brought Forward	$118,760
5.	Tank-yard wall, of brick, with retaining-wall, grading, etc.	6,300
6.	Coal yard No. 4, timber fence, etc., and flooring	7,855
		$132,915

BLOCK NO. 5.

On 11th Avenue, between West 19th and 20th Streets; contains two gas-holders and storage yard.

1.	Two gas-holders, Nos. 9 and 10	$52,000
2.	Two tanks, for above holders, including inlet pipe and well	60,800
3.	Boiler-house and yard sheds, buildings of wood, including boiler and fixtures	1,184
4.	Coal yard No. 5, on 11th Avenue, fence and floor	5,539
5.	Tank-yard fence, of wood, ten feet high	411
		$119,934

BLOCK NO. 6.

Corner 11th Avenue and West 18th Street.

1.	Coal yard No. 3, with boiler-house of brick	$2,060

BLOCK NO. 7.

1.	Weigh-office, 14 feet by 30 feet, of brick, with scales	$2,000
2.	Deodorizing block, 11th Avenue, brick and wood buildings with apparatus	6,226
		$8,226

7142 BLOCK NO. 8.

1.	Stable 22 feet by 72 feet, brick buildings, with stalls, etc.	$4,100
2.	Wagon-house, 20 feet by 22 feet, brick building	1,250
3.	Wagon-house 27 x 28, brick building—two stories	3,500
4.	Truck shed, frame building	360
5.	Horse- and carts	8,814
6.	Stable yard, wall of brick, 8 and 10 feet high	1,342
		$19,366

MISCELLANEOUS.

1.	Mains about works, includes water-meters, fire hydrants, valves, culverts, cement sewer-pipe, etc.	$53,475
2.	Pipe in yard, forty-two tons, pipe on hand	1,680
3.	Specials, seventy-five tons on hand	4,500
4.	Paving materials, Belgian block on hand	800
5.	Yard pavement, flagging in rear of office, Belgian pavement and grading about works	11,441
6.	Ladders	500
7.	Tin cans	50
8.	Gauges of various kinds on hand	650
9.	This item included in detail No. 1, block No. 1.	
10.	Meters about the works	320
11.	Sundry instruments, surveying instruments, etc.	500
12.	Sewers, grading, etc., including sundry small piping and valves	10,000
13.	Street paving, consisting of sidewalks, curbs, gutters, bridge stones and iron cover plates	21,818
14.	Iron fencing on property line	7,575
		$113,309

7143 RECAPITULATION.

Block No. 1	$1,078,144
Block No. 2	138,137
Block No. 3	304,264
Block No. 4	132,915
Block No. 5	119,934
Block No. 6	2,060
Block No. 7	8,226
Block No. 8	19,366
Miscellaneous	113,309
	$1,916,355

The foregoing appraisal, that is to say, one million, nine hundred and sixteen thousand, three hundred and fifty-five dollars ($1,916,355), setting forth the present value of the buildings, gas producing and gas storage plant, coal storage, fixtures, tools, implements and betterments of every description (excepting the river bulkhead), comprising the property of the "Manhattan Gas-Light Company," known as the 18th Street Station, has been carefully revised and corrected by me, and I believe the said sum to be the just and true *present value* thereof.

(Signed) THOMAS F. ROWLAND.

August 25, 1884.
103

7144 VALUATION OF THE EAST FOURTEENTH STREET STATION OF THE MANHATTAN GAS-LIGHT COMPANY.

NEW YORK, *August* 26, 1884.

BLOCK No. 1.

Bounded by E. 14th and 15th Streets and Avenues C and D, contains: Coal-houses, retort-house, workshops, condenser-house, scrubbers and office, etc.

1.	Office, 22 feet by 31 feet, two stories:		
	Brick building on piles, with wood roof covered with tin	$7,500	
	Furniture	1,400	
	Photometer apparatus	1,000	
			$9,900
2.	Pay and store building, 26 feet by 46 feet, two stories:		
	Brick building on piles, with wood roof covered with slate, including all flagging, paving and flooring	$5,740	
	Paint shop, tools, etc., including water meter	758	
	Tin shops, tools, etc	367	
			$6,865
3.	Coal-houses, 186 feet by 206 feet, in five sections, brick building on piles, heavy wood roof covered with slate and supported on columns, with distributing and weighing apparatus		96,520
	Carried Forward		$113,285

7145	*Brought Forward*		$113,285
4.	Gangway shed, 63½ feet by 132 feet, brick building on piles, arched walls, iron columns, wood roof slated		11,498
5.	Coal shed, boiler-house, 13 feet by 42 feet:		
	Brick building on piles, with chimney, wood roof covered with tin	$2,200	
	Boiler, engine, pump and fixtures	3,900	
			$6,100
6.	Retort-house, main building, 186 feet by 245-½ feet, with wings, 7-½ and 13-½ by 245-½, Brick Building on piles with iron roof in three spans, slated and supported on columns and girders, Louvre blinds, etc., including flagging and paving	$136,418	
	Foundations for 180 benches	37,081	
	Bench masonry and iron work for 120 benches, $1,850	222,000	
	Tools for benches	6,124	
	All gas-mains, valves, tar and water connections	13,800	
	Brick, wood and corrugated iron building, including all turn-tables and tracks	9,256	
	Carried Forward	$424,679	$130,883
7146			
	Brought Forward	$424,679	$130,883
	Condenser proper $20,700		
	Foundation 2,120		
		22,820	
	Five Ross raking machines	35,000	
			$482,499
7.	This item included in Detail No. 6.		
8.	Condenser-house, 36 feet by 55 feet, two stories and cellar, brick building on piles, with machinery, foundations, galleries, flagging and iron roof covered with slate		11,228
9.	Two multitubular condensers:		
	648 tubes, 4 inches diameter	$21,000	
	Valves and connections	3,356	
			$24,356
10.	Tower, scrubbers:		
	Complete with trays, stair tower, water and steam connections	$37,840	
	Foundation, with brick and granite finish on piles	7,239	
	Gas connections, valves, etc	1,418	
			$46,497

11.	Belgian pavement and flagging:		
	Pavement	$5,897	
	Flagging	1,149	
			$7,046
12.	Engine and boiler-house, 32 by 43 feet:		
	Brick building, two stories high, with cellar, cast-iron water tank for roof, with chimney, stairs, flagging, etc...	$14,425	
	Carried Forward	$14,425	$702,509
7147			
	Brought Forward	$14,425	$702,509
	Boiler and setting, engine and foundations, two pumps and fixtures, two exhausters, shafting and pulleys, coal bunkers, gauges and small fixtures..	9,7775	
			$24,200
13.	Avenue "C," workshops, 26 by 60, two stories, cellar, machine shop, pipe shop, wagon shop, grinding-room, blower-room, wing:		
	Brick building on piles, wood roof covered with slate, with wings	$7,787	
	Tools, stock and fixtures	3,645	
	Tools, stock and fixtures	1,004	
	Tools, stock and fixtures	2,155	
	Tools, stock and fixtures	1,050	
	Tools, stock and fixtures	2,570	
	Compensator	850	
	New exhauster and engine complete, with valves, set up in working order.	4,350	
	Line shaft	550	
			$23,961
14.	Carpenter and blacksmith shop, 36 feet by 51 feet, two stories, carpenter and smith shops:		
	Brick buildings with wood roof covered with slate	$5,000	
	Tools, stock and fixtures	1,055	
	Tools, stock and fixtures	1,785	
			$7,840
15.	Fences, brick and iron fences on this block		6,371
			$764,881

7148 BLOCK NO. 2.

Bounded by East 14th and 15th Streets and Avenues B and C, contain-: Purifier, Meter and Lime House and six Gas Holders with Valve and Boiler Houses.

16.	Purifying house 62 x 120 feet, with two wings, 42 and one-fourth by 62 feet, and one wing, 36 by 41 feet, brick building on piles, iron roof covered with slate		$60,501
17.	Purifying apparatus:		
	Eight purifiers complete with trays supported on iron beams and columns, five center seals and connections, iron floor, elevated track, galleries and carriages	$56,734	
	One elevator, eight lime barrows and elevated tracks, in foul lime house	2,350	
			$59,084
18.	Meters, two meters, valves and connections without foundations, which latter are included in the building		$22,706
19.	Gas holder tanks, six tanks, Nos. 1, 2, 3, 4, 5 and 6, including guide-plates and inlets		198,000
20.	Walls, grading, etc., tank yard walls, retaining walls, grading, paving, steps, etc		19,034
21.	Gas holders, six gas holders and frames		198,000
	Carried Forward		$557,325
7149			
	Brought Forward		557,325
22.	Valve house, 12 x 20 feet, house and contents		2,200
23.	Fencing, this item included in detail No. 20.		
24.	Boiler house:		
	Brick building with chimney on piles, wood roof covered with tin	$2,500	
	Boiler and fixtures	2,000	
			$4,500
			$564,025

BLOCK NO. 3.

Bounded by East 14th and 15th Streets and Avenue D and Tompkins Street, contains Coal Yard No. 1.

25.	Engine and boiler house, 11 feet x 25 feet, brick building on piles, wood roof covered with tin, including boiler, engine and fixtures	$3,875
26.	Coal Yard No. 1, yard inclosed and coal distributing machinery	27,532
	Total	$31,407

BLOCK NO. 4.

Bounded by East 15th and 16th Streets, and Avenues C and D, contains, Coal Yard No. 2, stable, tar and ammonia wells, rigging, loft, kiln and storage yard.

27.	Engine and boiler house 16-½ feet x 19 feet, brick building on piles, wood roof covered with tin, including boiler, engine and fixtures	$4,075
	Carried Forward	$4,075
7150		
	Brought Forward	$4,075
28.	Coal yard No. 2, yard inclosure and coal distributing machinery	28,444
29.	Tar and ammonia wells, all wells for tar and ammonia on this block	7,100
30.	Stables, two stories, 19 feet x 85-¼ feet, brick building on piles, wood roof covered with tin, including board fence	6,413
31.	Stable contents, horses, trucks, carts, harness, hay, tools, etc	3,760
32.	Kiln, shed and storage shed, 40 feet x 150 feet, wooden building with gravel roof including kiln and tools, paving, etc	3,552
33.	Rigging loft, tools, stock and fixtures	7,070
		$60,414

BLOCK NO. 5.

Bounded by East 15th and 16th Streets, and Avenue D and Tompkins Street, contains, Engine and Boiler House, Coal Yard No. 3, Weigh Office and Deodorizing Apparatus.

34.	Engine and boiler house, 18-1/3 feet, x 20 feet, brick building on piles, wood roof covered with tin, including boiler, engine and fixtures.....	$3,575
35.	Coal Yard No. 3, yard inclosure, including coal distributing machinery	20,952
	Carried Forward.....	$24,527
7151		
	Brought Forward.....	$24,527
36.	Weigh office, 16½ feet x 26½ feet, brick building on piles, wood roof covered with gravel, including chimney	2,000
37.	Deodorizing houses, one—20 feet 8 inches by 46 feet 7 inches, one—20 feet 8 inches by 36 feet 7 inches, with chimney between, brick buildings on piles, wood roof covered with gravel, including chimney	5,837
38.	Deodorizing apparatus, cement pipe (steam jet, pipe and valves in purifying house cellar), boxes, trays, etc.....	14,714
		$47,078

BLOCK NO. 6.

Bounded by East 14th and 15th Streets and Avenues A and B; contains Boiler-house and well.

39.	Well, well complete.....		$15,000
	Boiler-house, 13 feet, 9 inches by 28 feet, brick building, wood roof, including chimney, gangway.....	1,800	
	Shed and well-house.....	1,000	
	Boiler and fixtures and two Worthington pumps, tools, etc.....	2,030	
			$4,830
			$19,830

7152 BLOCK NO. 7.

Bounded by East 17th and 18th Streets and Avenues B and C, contains gas-holder tanks, gas-holders and boiler-house.

40.	Gas-holder tanks, two tanks, including guide-plates and well	$60,800
41.	Gas-holders, two gas-holders and frames	52,000
42.	Boiler house, wooden building with upright boiler, pump and fixtures, valve pits, valves, sundry valves, and fence	3,564
		$116,364

MISCELLANEOUS.

43.	Mains about works, including 20-inch main to holders, Nos. 7 and 8, and all valves outside the buildings	$42,213
44.	Hydrants, sewers and culverts	16,165
45.	Small steam, water and gas-pipes, valves, etc., about the works	10,000
46.	Fifty tons of pipe	2,000
	Fifty tons of specials	3,000
47.	Twenty-two patent iron coal tubs	800
48.	Nine hundred malleable retort mouth-lids	2,700
49.	Small gas-meters about works	175
50.	Spare purifier trays (new stock)	3,000
51.	Street flagging, consisting of sidewalks, curbs, gutters, bridge stones and iron cover plates	22,242
		$102,295

7153 RECAPITULATION.

Block No. 1.	$764,881
Block No. 2.	564,025
Block No. 3.	31,407
Block No. 4.	60,414
Block No. 5.	47,078
Block No. 6.	19,830
Block No. 7.	116,364
Miscellaneous	102,295
	$1,706,294

The foregoing appraisal, amounting to the total sum of one million seven hundred and six thousand two hundred and ninety-four dollars ($1,706,294), setting forth the present value of the buildings, gas-producing and gas storage plant, coal storage, tools, fixtures, implements and betterments of every description (excepting the river bulkhead, which is not included in this estimate), comprising the property of the Manhattan Gas-Light Company, known as the Fourteenth Street Station, has been carefully revised and corrected by me, and I hereby certify the said sum to be the just and true present value thereof to the best of my knowledge and belief.

(Signed) THOMAS F. ROWLAND.

August 26, 1884.

VALUATION OF MAINS, METERS, SERVICES AND REAL ESTATE.

Mains.

16,063 feet, 2 inch, at 55 cts		$8,834.65
416,972 feet, 3 inch, at 70 cts		291,880.40
170,831 feet, 4 inch, at 80 cts		136,664.80
201,664 feet, 6 inch, at $1.20		241,996.80
8,649 feet, 8 inch, at 1.75		15,135.75
16,050 feet, 10 inch, at 2.00		32,100.00
34,221 feet, 12 inch, at 2.50		85,552.50
	Carried Forward	$812,164.90
7154	*Brought Forward*	$812,164.90
21,586 feet, 16 inch, at 3.75		80,947.50
18,171 feet, 18 inch, at 4.50		81,769.50
21,644 feet, 20 inch, at 5.00		108,220.90
925,851		$1,083,101.90

Meters.

21,360, 3 light, at $6.50		$138,840.00
6,516, 5 light, at 8.25		53,757.00
4,192, 10 light, at 10.50		44,016.00
1,306, 20 light, at 14.50		18,937.00
396, 30 light, at 19.50		7,722.00
269, 45 light, at 29.00		7,801.00
192, 60 light, at 39.50		7,584.00
168, 100 light, at 65.00		10,920.00
46, 150 light, at 100.00		4,600.00
26, 200 light, at 140.00		3,640.00
12, 250 light, at 200.00		2,400.00
18, 300 light, at 250.00		4,500.00
1, 500 light		450.00
1 station		750.00
		$305,917.00
Total of meters 34,503.		
Add 20 per cent. for connecting etc.		61,183.00
		$367,100.00

SERVICES.

369,	½ inch, at $10	$3,690.00
1,692,	¾ inch, at 10	16,920.00
27,169,	1 inch, at 10	271,690.00
2,276,	1 ¼ inch, at 11	25,036.00
819,	1 ½ inch, at 15	12,285.00
529,	2 inch, at 20	10,580.00
85,	2 ½ inch, at 32	2,720.00
150,	3 inch, at 42	6,300.00
9,	4 inch, at 62	558.00
		$349,779.00

Total of services, 33,098.

7155 REAL ESTATE (14TH ST. E. R.)

1835-8, 4 lots, Tompkins St., 26 x 109.11 ½ at $8,000	$32,000	
1831-4, 4 lots, 26 x 118.8 ½ $8,000	32,000	
2 Corners, $2,000	4,000	
		$68,000
1806-14, 9 lots, Avenue D, E. S., 22.11-4/ x 88, at $8,000	$72,000	
2 corners, at $2,000	4,000	
		76,000
1797-1805, 9 lots, Avenue D, 22.11-4/9 x 88, at $7,000	$63,000	
2 corners, at $2,000	4,000	
		67,000
1839-44, 6 lots, 14th St., N. S., 25 x 103, at $10,000		60,000
3102-5, 4 lots, 15th St., S. S., 25 x 103 at $7,000		28,000
1779-96, 18 lots, Avenue D, W. S., 22.11 x 88, at $7,500	$135,000	
4 corners, at $2,000	8,000	
		143,000
1845-64, 20 lots 14th St., N. S., 25 x 103, $10,000		200,000
3082-3101, 20 lots, 15th St., S. S., 25 x 103, at $7,000		140,000
3108-3127, 20 lots, 15th St., N. S., 25 x 103, at $7,000		140,000
Carried Forward		$990,000

7156

Brought Forward	$990,000
3408-27, 20 lots, 16th St., S. S., 25x103, at $6,000	$120,000

1681-98, 18 lots, Avenue C, E. S., 22.11-4/9x 88, at $7,500	$135,000	
4 corners, at $2,000	8,000	
		143,000

1672-80, 9 lots, Avenue C, W. S., 22.11-4/9x 88, at $7,500	$67,500	
2 corners, at $2,000	4,000	
		71,500
1865-77, 13 lots, 14th St., N. S., 25x103, $10,000		130,000
1878, 1 lot, 14th St., N. S., 21.10x103		9,000
3068, 1 lot, 15th St., S. S., 21x103		6,000
3069-81, 13 lots, 15th St., S. S., 25x103, $7,000		91,000
3048½-3053, lots, 15th St., S. S., average 25x103 at $5,000 well property, small fronts		12,000
3074-87, 14 lots, 17th St., N. S., well property, small front 25x92 at $6,000		84,000
4079-92, 14 lots, 18th S. S., 25x92 at $6,000		84,000
228 City lots.		
Total value station, 14th Street, East river		$1,740,500

REAL ESTATE, 18TH STREET, N. R.

2058-66, 9 lots, S. S., 18th St., 25x92, at $7,500		$67,500
2262-64, 3 lots N. S., 18th St., 25x92, at $7,500		22,500
Carried Forward		$90,000
7157		
Brought Forward		$90,000
1769-46, 24 lots, N. S., 16th St., 25x92, at $7,500		180,000
1770-93, 24 lots, S. S. 17th St., 25x92, at $7,500		180,000
2007-30, 24 lots, N. S. 17th St., 25x92, at $7,500		180,000
2031-54, 24 lots, S. S., 18th St., 25x92, at $7,500		180,000
2274-90, 17 lots, N. S., 18th St., 25x92, at $7,500		127,500
2305-10, 2313-16, 2318, 2321, 12 lots, S. S., 19th St., 25x92, at $7,500		90,000
2577-87, 11 lots, N. S., 19th St., 25x93, at $7,500		82,500
2593-2603, 11 lots, S. S., 20th St., 25x92, at $7,500		82,500
313-20, 8 lots, W. S., 10th Ave., 23x100, at $9,500	$76,000	
2 corners, at $2,000	4,000	
		80,000
304-12, 9 lots W. S., 10th Ave., 20, 5-1/3x100, at $8,500	$76,500	
2 corners, at $2,000	4,000	
		80,500
296-303, 8 lots, W. S., 10th Ave., 23x100, at $9,500	$76,000	
2 corners, at $2,000	4,000	
		80,000
161-168, 8 lots, E. S., 11th Ave., 23x100, at $9,500	$76,000	
2 corners, at $2,000	4,000	
		80,000
Carried Forward		$1,513,000

7158 *Brought Forward*		$1,513,000
169-176, 8 lots, E. S., 11th Ave., 23x100, at $9,500	$76,000	
2 corners, at $2,000	4,000	80,000
185-192, 8 lots, E. S., 11th Ave., 23x100, at $9,500	$76,000	
2 corners, at $2,000	4,000	80,000
1, 8 lots, W. S., 11th Ave., E. S., 13th Ave. (Block) 16th and 17th Sts	$50,000	
9, 8 lots W. S., 11th Ave., E. S. 13th Ave. (Block) 17th and 18th Sts	100,000	$150,000
224 City lots		1,823,000
Office and dwelling, Irving Place and 15th St., lots 59x92, 50x84		175,000

SUMMARY MANHATTAN GAS-LIGHT COMPANY.

Recapitulation of Values.

Sept. 5, 1884.

Mains	$1,083,000
Meters	367,000
Services	350,000

Building and Apparatus "Plant" T. F. Rowland's Valuation.

14th St. Station, East River	$1,706,294	
18th St. Station, North river	1,916,355	3,623,000
Carried Forward		$5,423,000
7159 *Brought Forward*		$5,423,000

Real Estate.

14th St. Station, East river	1,740,500	
18th St. Station, North river	1,823,000	3,563,000
Office buildings, including dwelling and lot		175,000
Laboratory		5,000
Bulkheads and water rights		425,000
Office furniture and fixtures		20,000
Franchises		2,329,000
		$11,940,000

B.

VALUATION OF THE BUILDINGS, GAS PRODUCING, GAS STORAGE, COAL STORAGE, OIL STORAGE, TOOLS, FIXTURES, IMPLEMENTS AND BETTERMENTS OF EVERY DESCRIPTION, CONSTITUTING THE PLANT OF THE NEW YORK GAS-LIGHT COMPANY, LOCATED BETWEEN FIRST AVENUE, 20TH STREET, EAST RIVER, AND 22D STREET.

By Thos. F. Rowland, Continental Works, Brooklyn, September 1, 1884.

BLOCK No. 1.

Bounded by avenue A, 21st street, East river, and 22d street.

1.	Office building, 46 feet 2x29 feet 8, three stories, brick building, Philadelphia, fronts, and finish, blue stone trim, containing quarters for engineer, assistant paymaster, etc., drafting room, stationary closets, laboratory, gas testing room, photometer room, etc., all newly fitted in the best manner	$25,000	
7160	Fittings and furniture of office laboratory, library, photometer rooms, etc.	4,500	
			$29,500
2.	Engineer's store room, 26 feet 6x52 feet, two story, contents of engineers' store room (Brick room adjoining office), one spare horizontal engine complete, 5x12, two Copeland and Bacon hoisting engines, 8x8, one Root rotary hoisting engine, eight 3-inch shaft hangers, spare shafting and pulleys for small blower, eight Cameron pumps, 3 No. 2, 1 No. 3, 1 No. 4, 1 No. 9, 2 No. 8, one Worthington steam pump, 7x10, one Woods' pipe cutter, 30-inch, 1 Woods' pipe cutter, 20-inch, two gas governor tanks and float-1, 12-inch; 1, 16-inch, two spare Westinghouse engine fly-wheels, 34-inch, one pair extra sheaves for same, three governor rods, weights and		
	Carried Forward.....		$29,500

7161 *Brought Forward*..... $29,500

safety valves, oil cabinet, tanks, cans, measures, waste bin, closets, work bench risers, tools, etc..... 5,725

Second story of engineer's room, contents, boiler tube brushes, steam and vacuum gauges, governor valves, oil cans, gauge glasses, inspirator gauge cock, engine brasses, pyrometer, Babbit metal pump piston, oil cups, boiler water column and steam gauge, whistle, lamp wick, antifriction metal, Judson engine governor hemp, rubber and packing, etc., foreman's room, desk, bookcases, closets, etc..... 1,000 $6,725

3. Main building, 198 feet x 513 feet, with stone front on avenue A, and brick walls on 21st and 22d streets, also iron lattice work, and brick filling at rear, covered with wrought-iron framed roof, slated, supported on wrought-iron columns and girders, size 198 feet x 513 feet, less parallelogram at south-west corner, 29 feet 8 x 46 feet 2, occupied by office building; contained within said building are engineer's store-room, engine, blower and exhauster rooms, blacksmith shop,

Carried Forward..... $36,225

7162 *Brought Forward*..... $36,225

pipe and carpenter shops, carburetter room, coal-gas benches, water-gas benches, gasogenes, boilers, etc..... 257,801

4. Machinery departments, 50 feet x 160 feet, two stories, of brick with gravel roof, consisting of rooms for stores, machinery and work-shops, including foundations for machinery..... $24,774

5. Carburetter room, 33 feet x 36 feet, composed of brick walls, doors, carburetter, foundations and slatted floor..... 3,789

6. Coal-gas plant:

Consisting of 100 benches in all their detail, each bench 7 feet 6 inches wide, containing six retorts per bench. The value of these benches, if in working order, would be twenty-two hundred and fifty dollars each ($2,250), but the retorts are useless while the ovens are in good working condition, therefore the sum

	of four hundred and fifty dollars ($450) per bench must be deducted from the above price for said renewal, then 100 benches at $2,250 less $450 each, $1,800 each.....	$180,000	
	Carried Forward.....	$180,000	$322,589
7163			
	Brought Forward.....	$180,000	$322,589
	Foundations for the above benches....	25,000	
	Twenty take-offs 24 inches in diameter with valves (four to each stack), also 24 inch and 30 inch delivery pipe leading the length of and across the retort house to the exhauster room, together with the tar drains to tar wells	27,895	
	Tools for working partially worn out..	2,500	
			$235,395
	Capacity of this plant 3,000,000 per day.		
7.	Water-gas plant, consisting of fourteen gasogenes with galleries upon which are situated seven water boxes (one box common to each pair gasogenes), lifting cranes, take-off pipes, purge valves, chimney hoods, etc., fitted complete.....		84,000
8.	Gasogene foundations, sixteen gasogene foundations		3,792
9.	Blower fixtures, blast pipes, relief valves and fixtures, commencing at the blowers and terminating at gasogenes and boilers.....		4,442
9*a*.	Hydrogen connections, consisting of 30-inch wrought and cast iron pipes, specials, valves, drips, etc., commencing at the hydrogen holder and terminating (after passing hydraulic main) at 21st street wall of building.....		26,000
	Carried Forward.....		$676,218
7164			
	Brought Forward		$676,218
10.	Boilers, eight horizontal tubular boilers set in two batteries, each boiler independent of others, having its own smoke stack, feeding and delivery appliances, including an underground brick water tank located between the batteries.....		24,700
11.	Engines, blowers, etc., two Continental works beam engine 15 x 24 with steam connections, two blowers with blast domes and valves to main blast pipe, shaftings, hangers, pulleys, belts, gallery ladders, tools, self-oiler and sundry fixtures.....		15,618

12.	Exhausting apparatus, three Westinghouse engines, 8 x 8, with steam piping, valves, 3 Huntoon governors and fixtures complete, two Smith & Sayre rotary exhausters with compensators, 24-inch valves and connections to main, counter-shafting, friction pulleys, with gallery and stairs for same, also belts, tools, gauges, etc.....		16,416
13.	Elevated railroad about the gasogenes with surface turntables, tracks, etc., to coal house and boiler, switch and scale and pumps, etc.....		22,930
14.	Carburetters, four carburetters with valves, connections, etc., complete.....		18,450
	Carried Forward		$774,532
7165			
	Brought Forward		$774,532
15.	Naphtha benches:		
	Sixteen through benches complete, containing 6 retorts, each equivalent to 32 ordinary coal benches with the attachments of valves, etc., for controlling the naptha additional thereto, at $2,000 per bench.....	$64,000	
	Foundations for the above benches....	6,400	
			$70,400
16.	Naphtha storage:		
	Twelve wrought iron storage naphtha tanks, 40 feet long, 8 feet in diameter, 15,000 gallons' capacity each, and two distributing naphtha tanks with the necessary pipes for distribution..	$32,008	
	Pump house, two-story brick building with slate roof, 19 feet x 23 feet.....	1,769	
	Two large Cameron steam pumps for naphtha, one small Cameron steam pump for well-water, two small Worthington pumps for naphtha, tools, etc., with large pipes and valves, etc., to docks and tanks.....	6,100	
			$39,877
	Carried Forward		$884,809
7166			
	Brought Forward		$884,809
17.	Water tower, tank, etc.:		
	Circular brick building, 20 feet diameter, 25 feet high, with water closets and connections	$2,640	
	One wrought iron tank on building 20 feet high for well water with float and gauge and necessary piping.....	3,300	
			$5,940

18.	Tar wells, six circular brick tanks, underground, roofed and paved over with the necessary pipes and connections, etc., for collecting tar and other residuals		$10,789
19.	Coal house No. 1, 69 feet x 153 feet:		
	Brick building with pile and concrete foundations, slate roof, capacity 5,000 tons of coal	$27,253	
	Two Hunt's automatic railroads with two Copeland & Bacon's engines, boiler, coal tubs, cars, two Fairbanks scales	7,477	
			$34,730
20.	Blacksmith shop, 18 feet x 49 feet, one story, contains one No. 3 shears, one double forge, one steamgrindstone, one steam hammer, one steam drill press, one screw cutting machine, lathe, anvils, tools, etc., etc.		$1,825
	Carried Forward		$938,093
7167			
	Brought Forward		$938,093
21.	Pipe shop, 26 feet x 49 feet, contains shop tools consisting of one Copeland and Bacon engine 8 x 8, one 2-inch Chase pipe cutter, one Cameron steam pump for pumping drips, one 6-inch Sandercon's pipe cutter, one iron sink, shafting, hangers, pulleys, etc., 14 spare hand drip pumps, desks, closets, ladders, hand trucks, work benches, tools, stock, etc.		4,300
	The cost of special pumping machinery for the elevators is included in the railroad system.		
22.	Carpenter shops on second floor, contents, one large and one small saw table, complete, and boring machine, one sticking machine, complete, one mortising machine, complete, three work benches, tools, etc., countershafting pulleys, hangers, belting, iron sink, desk, clothes closets, steam heater, stove and stock		1,060
23.	Small piping, steam, water and gas lighting of various sizes from 3-8 to 6 inches		11,143
24.	Sundry fittings, furniture, etc., two closets, two pipe cutters 12-in. and 16-in., two 4-inch water meters, gas fixtures, water closets, one 8-inch valve, one cart and horse, wood partition in retort house, two ladders, two lamp posts, seven		
	Carried Forward		$954,596

7168	*Brought Forward*	$954,596
	water troughs (cast iron) and fixtures, three iron stairways, bench tools, tools for ice boxes, scales..	3,820
25.	Gasogene tools, tools for gasogenes and twelve coal cars	3,600
26.	Fuel main, fuel main at water benches.....	1,504
27.	Fences, brick fence at rear of block and wood fence around tar and naphtha tank.....	4,050
28.	Sewers, main sewers on block No. 1.....	4,694
29.	Paving, paving in rear of retort house.....	2,440
	Total, block No. 1.....	$974,704

BLOCK No. 2.

Bounded partially by Avenue A and other property on Avenue A, 20th Street, East River and 21st Street.

1.	Meter-house, 45 feet, 6 inches x 71 feet, 6 inches:		
	Brick building, with composite roof and wood floors, also meter foundations.....		$10,950
	One station meter with wrought-iron case and cast-iron pedestals, with gauges, index, etc., complete capacity, 4,000,000 per day.....		18,250
	Carried Forward		$29,200
7169			
	Brought Forward		$29,200
1*a*.	Appliances for measuring the gas, etc.:		
	Two station meters, with cast-iron cases and pedestals, with gauges, indices, etc., individual capacity, 1,500,000 per day.....		12,282
	Wrought and cast-iron pipes, specials, valves and connections, contained within meter-house	$5,217	
	One large Bray burner, with ornamental lantern erected complete....	350	
			5,567
			$47,049
2.	Purifying-house, 66 feet x 184 feet: (House No. 10), brick building on concrete foundations, composite roof, lime room, and foundations for iron work	$33,265	

2*a*.	Purifying appliances:		
	Eight purifiers, with covers, tray bars and trays, two carriages and rails, two dry center-seal valves with pipes, beams and columns for boxes and all connections, valves and tar pipe....	63,314	
	Three lime wagons, fifty lime boxes, four foul lime barrows, gauges and tools for handling lime.....	767	
			97,346
	Carried Forward		$144,395
7170			
	Brought Forward.....		$144,395
3.	(House No. 9), 66 feet x 184 feet for lime (both fresh and foul):		
	Brick walls on 20th and 21st streets, with wood roof, supported on walls of purifier and condenser-house, a runway for lime with gallery and tar well		18,313
4.	Condenser and scrubber-house, 66 feet x 184 feet:		
	(House No. 8), brick structure, covered with slated composite roof, the portion containing scrubbers being raised above the main building, the transverse wall thereof being supported on wrought-iron girders and columns; also including the brick foundations for the apparatus and the galleries surrounding it.....	$43,517	
	Four condensers	43,500	
	Two edge condensers.....	6,000	
	Two scrubbers with stairs.....	21,250	
	Valves, pipes, drips, over-flows, gauges, thermometers, etc.....	16,050	
			130,317
5.	Storage warehouse, 66 feet x 184 feet:		
	(House No. 7), brick building, with gravel roof, tracks and turn-tables for handling coal, also plank floor with storage bulkhead.....		24,435
	Carried Forward.....		$317,460
7171			
	Brought Forward.....		$317,460
6.	Storage warehouse, 66 feet x 184 feet:		
	(House No. 6), same as No. 7, *i. e.* (with gravel roof, tracks and turn-tables for handling coal), elevator tower, boiler and pump room, also plank floor	27,335	

	One pipe truck, one hoisting winch, one circular saw table, one platform scale, forty test weights, one hydraulic jack, screw jacks, three derricks, and tools for masons and riggers	4,700	
6a.	Hydraulic machinery: One upright boiler, one hydraulic pumping engine, one accumulator, one iron water tank with piping, valves, etc., complete	7,450	39,485
7.	Storage warehouse, 66 feet x 184 feet: (House No. 5), generally like No. 7	$23,135	
	Six buggy wagons for gas coal, one experimental carburetter, iron railing coping, manhole covers, doors, sashes, etc.	1,625	24,760
8.	Storage warehouse, 66 feet x 184 feet: (House No. 4), generally, like No. 7, with the addition of an elevator tower	$26,135	
	Carried Forward	$26,135	$381,705
7172	*Brought Forward*	$26,135	$381,705
	Contents: One experimental scrubber, one experimental condenser, four experimental purifiers with covers, three iron steam expansion joint boxes	750	26,885
9.	Storage warehouse, 66 feet x 184 feet: (House No. 3), generally, same as No. 7, excepting floor, which is asphalt paved	$24,771	
	Contents: Three iron buggy wagons, twelve roof coal cars, four coal tubs	2,375	27,146
10.	Storage warehouse, 66 feet x 184 feet: (House No. 2), generally, same as No. 7, excepting floor, which is asphalt paved and has three lines of car tracks thereon		25,443
11.	Inclosure east of storage warehouses, wooden fences inclosing the property east of storage warehouses, bounded by 20th street, East river, and 21st street, also two dumps, two small brick buildings and one wooden stable		1,934
	Carried Forward		$463,113

7173	*Brought Forward*.....		$463,113
12.	Water, steam and gas lighting pipes, fixtures, etc., about the building, water-pipes, running from hydraulic towers all along the storage buildings, also steam and gas lighting pipes.....		1,850
	Total block No. 2.....		$464,963

BLOCK No. 3.

Bounded by First avenue, Twenty-first street, Avenue A and Twenty-second street.

1.	Purifying-house, 50 feet 6 x 211 feet 6, one-story brick building with iron and slate roof, S. E. corner of Twenty-second street and First avenue, has been used for a purifying-house, now vacant, building considered of no value, only value is in foundation and excavation.....		$5,000
2.	Condenser-house, 50 feet x 66 feet, one story brick building with iron and slate roof, on First avenue, south of above purifying-house, has been used for condensers and washers, not now in use. Scrubber-house, 50 feet 8 x 21 feet, tall brick building with mansard roof (slate and gravel), on First avenue south of condenser, has been used for scrubbers, not now in use.....		12,825
3.	Purifying-house, 49 feet x 100 feet and drying-house, 49 feet 110 feet 6: One-story brick building with gravel roof, corner Twenty-first street and First avenue	$17,200	
	Carried Forward.....	$17,200	$17,825
7174	*Brought Forward*.....	$17,200	$17,825
	Drying-room, a continuation of the purifying house	12,900	
	Set of old purifiers, beams, columns, etc.	4,500	
			34,600
4.	Boiler-house, 40 feet x 58 feet: One-story brick building with slate roof, 178 feet east of First avenue..	$6,000	
	Contains (2) two locomotive boilers (80 H. P. each) set in brick work and fitted with feeding and delivery appliances complete	9,000	
			15,000

5.	Holders, Nos. 3, 4, 5 and 6:		
	Four triple sectional telescopic gas holders, arranged to work separately or together, capacity of each holder 400,000 cubic feet.....	$220,000	
	Four tanks for above holders 90 feet 8 diameter arranged with 24-inch inlet and 24-inch outlet pipes going into the 30-inch to governor house, tanks reinforced with iron bands.....	140,000	
			360,000
6.	Valve-house, 24 feet x 24 feet:		
	Brick building with slate roof.....	$2,000	
	Contains (4) four inlet and (4) outlet valves for holders.....	3,500	
			5,500
	Carried Forward.....		$432,925
7175			
	Brought Forward.....		$432,925
7.	Governor-house, 26 feet x 23 feet 6:		
	One-story brick building with slate roof	$4,000	
	Contains inlet and outlet valves, wall holders, valves to street mains, etc., with the necessary gauges, pressure registers, etc., holders 3 and 6 can be worked as one holder from this house	8,000	
			12,000
8.	Street main valve-house, 10 feet x 15 feet 6:		
	Low brick building with tin roof.....	$400	
	Contains the four transit main valves, and is the point from which the street mains commence.....	1,800	
			2,200
9.	Drafting and experimental house, 17 x 28 feet:		
	Two-story brick building with gravel roof, used for experimental purposes	$3,500	
	Contains experimental bench, condenser, scrubber, purifiers, meter, etc.	2,800	
	At the rear of the building is an experimental gas holder 1,500 cubic feet capacity and iron tank both inclosed in galvanized iron building..	4,500	
			10,800
	Carried Forward.....		$457,925

7176	*Brought Forward*.....		$457,925
10.	Holder No. 1, single lift hydrogen holder, capacity 80,000 cubic feet, acts as governor for carburetters and benches of water gas plant.....	$15,000	
	Tank for same fitted with 24-inch inlet and outlet pipes.....	30,000	
			45,000
11.	Holder No. 2, double-sectioned telescopic gas-holder 190,000 cubic feet capacity	$25,000	
	Tank for same with 24-inch inlet and outlet fixtures so arranged that the gas-holder may be used for either hydrogen or illuminating gas.....	30,500	
			55,500
12.	Cast and wrought-iron gas mains: Cast and wrought-iron gas mains, crosses, tees, specials and general connections (within this block) between holder to valve house and to street mains.....		21,625
13.	Governor: Holder, governor and fixtures.....		1,000
14.	Ammonia wells, etc., Ammonia wells, sewers, manholes, etc.		3,275
15.	Walls: Brick walls surrounding this block with gates, etc.....	$21,845	
	Carried Forward.....	$21,845	$584,325
7177			
	Brought Forward.....	$21,845	$584,325
	Walls, storerooms, etc., walls in the north-east and south-east corners of the block; adjoining the walls are store-houses, one in each corner used for paint shop, storage, etc.....	1,300	
			23,145
16.	Steam piping, etc.: Steam pipes, cocks, valves, small water pipes, water meter, etc.....		2,650
17.	Fixtures for lighting: Small gas pipes, fittings, lighting fixtures, Siemen's burner on top of governor-house, gas meter for above.....		1,000
18.	Grading and paving:		
	Grading around the tanks.....	$5,000	
	Inside paving and flagging.....	4,176	
			9,176
	Total, Block No. 3.....		$620,296

BLOCK NO. 4.

Bounded by 20th street, lots on 1st avenue, 21st street, lots on Avenue A.

1.	Holder No. 7:		
	Two-lift telescopic holder, 18-inch cup and 6-inch dams, capacity 1,500,000	$140,000	
	Tank with valve house and well.....	196,500	
			$336,500
	Carried Forward.....		$336,500
7178			
	Brought Forward.....		$336,500
2.	Holder No. 8:		
	Two-lift telescopic holder, 18-inch cup and 6-inch dams, capacity 1,500,000	$140,000	
	Tank with valve house and well.....	196,500	
			336,500
3.	Boiler-house, 27 feet x 40 feet:		
	Contains one locomotive boiler (25 horse-power) complete, with extra length of smokestack.....	$1,050	
	Boiler	950	
			2,000
4.	Hose for holders, tools, etc.....		1,180
5.	Stables:		
	Across the eastern end of the plot of ground extending from 20th to 21st streets are the stables, wagon house, etc.....	$6,030	
	Contents, 13 horses, 1 coupe rockaway, 2 top wagons, 1 box wagon, 1 4-wheel truck, 1 lumber wagon, 1 sprinkling cart, 1 spring cart, 2 drip carts, 2 Concord wagons (express), 6 coal carts (no springs), 1 coal cart (springs), 3 coke carts (springs), 6 brick carts, harness, blankets, sheets, etc., tools, carts, etc., used by street department	8,550	
			14,580
	Carried Forward.....		$690,760

7179	*Brought Forward*	$690,760
6.	Walls, brick walls on 20th and 21st streets, inclosing the holders, Nos. 7 and 8, including gates and retaining walls, concrete paving, etc	16,930
7.	Cesspools, etc., cesspools, sewers, water piping and steam piping and under-ground work	1,969
8.	Mains, valves, specials, etc., constituting the conveying pipes for connecting the various portions of the works, service pipes underground leading from gas holders to street and in First avenue, 21st street to valve house, located on south side of block No. 3, also in 22d street and Avenue A, including all the main gas pipes of all sizes located outside of the works proper	60,783
	Total block No. 4	$770,442

MISCELLANEOUS.

1.	Pipe in yard, sixty tons pipe on hand	$2,400
2.	Specials, sixty-five tons on hand	3,900
3.	Wells, eight Andrews driven wells with pump and piping to water tower	3,600
4.	Sidewalks, etc., sidewalks, curbing, gutter, iron bridges, etc., for all the blocks	27,219
5.	Sewers, sewer in 21st street built and owned by the Company	5,800
	Carried Forward	$42,919
7180	*Brought Forward*	$42,919
6.	Water and gas services, small water-service pipe, connections, etc., also test gas pipe leading from fixing lights at benches to the station meters all located in 21st street	1,600
	Total Miscellaneous	$44,519

RECAPITULATION.

Block No. 1	$974,702
Block No. 2	464,963
Block No. 3	620,296
Block No. 4	770,442
Miscellaneous	44,519
	$2,874,922

The foregoing estimate of values, the original of which was produced by my assistants during my absence from the country, has been carefully revised and corrected by me, I having personally examined the details thereof and eliminated therefrom all errors which I have discovered therein. I therefore hereby declare that the sum of two million eight hundred and seventy-four thousand nine hundred and twenty-two dollars ($2,874,922), being the sum of the revised appraisal, is the just and true *present value* thereof to the best of my knowledge and belief.

(Signed) THOMAS F. ROWLAND.
September 1, 1884.

7181 SUMMARY NEW YORK GAS-LIGHT COMPANY, NEW YORK.

SEPTEMBER 10, 1884.

(A.)	Real estate	$1,607,000	
	Bulk-head pier and water rights	250,000	
	Office building	100,000	
	Office furniture	15,000	
	Laboratory, etc.	5,000	
			$1,977,000
(B.)	Plant		2,874,000
(C.)	Street mains and valves	$950,000	
	Meters	215,000	
	Services	127,000	
			1,292,000
	Total valuation		$6,143,000

NEW YORK GAS LIGHT COMPANY,
(Signed) THOS. K. LEES, *President.*

A.

REAL ESTATE INVENTORY OF THE NEW YORK GAS-LIGHT COMPANY.

BLOCK NO. 1.

Avenue A and E. R., 21st and 22d streets.

Ave. A, 1462 and 1469, 2 corners, at $10,000 each	$20,000	
1463-1468, 6 lots at $8,000 each	48,000	
22d St., 5565-5583, 19 lots at $7,000 each	133,000	
Carried Forward	$201,000	

7182

Brought Forward	$201,000	
21st St., 5282-5300, 19 lots at $7,000 each	133,000	
Ave. B, 1493, 1 corner at $10,000	10,000	
Ave. B, 1492-1486, 7 lots, at $8,000	56,000	
		$400,000

BLOCK NO. 2.

Ave. A and Ave. B, 20th and 21st streets, also Ave. B. to E. R.

Ave. A, 1461 1 corner	$10,000	
Ave. A, 1460 and 1458, 2 lots at $7,000 each	14,000	
Ave. B, 1494 and 1501, 2 corners, at $10,000 each	20,000	
Ave. B, 1495-1500, 6 lots, at $8,000 each	48,000	
21st St., B and 5202-5221, 21 lots at $6,000 each	126,000	
20th St., 4938-4957½, 21 lots, at $6,000 each	126,000	
Ave. B, 1599-1606, 2 corners, at $9,000 each	18,000	
1600-1605, 6 lots, at $7,000 each	42,000	
3935-3937, 3 lots, at $6,500 each	19,500	
4932-4934, 5222-5224, 6 gores and 2 full lots, at $6,500 each	13,000	
		$436,500
Carried Forward		$836,500

7183

BLOCK NO. 3.

Brought Forward		$836,500

1st Ave. and Ave. A, 21st and 22d streets.

1st Ave., 1272 and 1265, 2 corners, at $10,000 each	$20,000	
1266-1271, 6 lots, at $8,000 each	48,000	
Ave. A, 1338 and 1345, 2 corners, at $10,000 each	20,000	
1339-1344, 6 lots, at $8,000 each	48,000	
21st St., 5301-5317, 17 lots, at $7,000 each	119,000	
22d St., 5548-5564, 17 lots, at $7,000 each	119,000	
		$374,000

BLOCK NO. 4.

1st Ave. and Ave. A, 20th and 21st streets.

Ave. A, 1346 and 1354, two corners, at $9,000 each	$18,000	
1347-1350, four lots at $8,000 each	32,000	
21st St., 5183-5201, and A, 19 lots, at $7,000 each	133,000	
20th St., 4458-4479, 22 lots at $6,000 each	132,000	
		$315,000
Carried Forward		$1,525,500

7184 BLOCK NO. 5.

Brought Forward		$1,525,500
South side of 20th street, between 1st Ave. and Ave. A.		
20th St., 4829-4836, 8 lots, at $6,000 each		$48,000
ADD FOR OMISSIONS.		
The stable building and improvements on south side of 20th St., Block 5	$15,000	
Five dwelling houses on Ave. A, west side, 20th and 21st sts., at $3,500 each, Block 4	17,500	
And improvements, i. e., new party wall, corner 20th St., and Ave. A, on lot 1354	1,000	$33,500
Bulkhead, pier and water rights		$250,000
Hester Street and Elizabeth Street.		
Six lots, 100x150 feet, with office building and workshops, etc	$100,000	
Office furniture and fixtures, safes, tools in workshop in basement, etc	15,000	
Laboratory, etc	5,000	$120,000
		$1,977,000

7185 NEW YORK GAS LIGHT COMPANY.

Inventory of Street Mains and Valves.

19,290 feet, 24 inch, at $6.50	$125,385.00	
28,472 feet, 20 inch, at $5.00	142,360.00	
9,429 feet, 18 inch, at $4.50	42,430.50	
10,758 feet, 16 inch, at $3.75	40,342.50	
45,903 feet, 12 inch, at $2.50	114,757.50	
5,234 feet, 10 inch, at $2.00	10,468.00	
55,172 feet, 8 inch, at $1.75	96,551.00	
157,817 feet, 6 inch, at $1.20	189,380.40	
7,719 feet, 5 inch, at $1.00	7,719.00	
105,147 feet, 4 inch, at .80	84,117.60	
126,555 feet, 3 inch, at .70	88,588.50	
6,779 feet, 2 inch, at .55	3,728.45	
308 feet, 1½ inch, at .50	154.00	
Total value of street mains		$945,982.45

Valves on Transit Mains.

Two, 8 inch, at $125	$250.00	
Two, 16 inch, at $251	502.00	
Two, 18 inch, at $288	576.00	
Six, 20 inch, at $308	1,848.00	
Two, 24 inch, at $399	798.00	
Total value valves		$3,974.00
Total valuation of street mains and valves		$949,956.45

7186 *Inventory of Meters.*

9,645, 3 light meters, at $7.80		$75,231.00
5,810, 5 light meters, at $9.90		57,519.00
2,115, 10 light meters, at $12.60		26,649.00
969, 20 light meters, at $17.40		16,860.60
300, 30 light meters, at $23.40		7,020.00
222, 45 light meters, at $34.80		7,725.60
6, 50 light meters, at 47.40		284.40
107, 60 light meters, at $47.40		5,071.80
16, 80 light meters, at $64.80		1,036.80
83, 100 light meters, at $78.00		6,474.00
20, 150 light meters, at $120.00		2,400.00
27, 200 light meters, at $168.00		4,536.00
13, 300 light meters, at $300.00		3,900.00
19,333 Total value meter		$214,708.20

Inventory of Services.

116, ½, at $10		$1,160
1,708, ¾, at 10		17,080
5,921, 1, at 10		59,210
1,571, 1-¼, at 11		17,281
1,057, 1-½, at 15		15,855
570, 2, at 20		11,400
127, 3, at 42		5,334
4, 4, at 62		248
11,074		$127,568

7187

C.

VALUATION OF THE METROPOLITAN GAS-LIGHT COMPANY, AUGUST 5, 1884.

The diagram or plan of the lots designated in this Schedule is appended to the original, of which this is a copy.

5 lots situated at the northeast corner of Avenue "A" and 60th Street, partly under water	$22,000	
8 lots fronting Avenue "A," on the west side, between E. 60th and 61st streets, at $7,000	56,000	
Add for corners	4,000	
8½ lots fronting on the north side of 60th street, between 1st Avenue and Avenue "A," commencing 100 feet west of Avenue "A," at $4,500	38,250	
8½ lots fronting on the south side of 61st street, between 1st Avenue and Avenue "A" commencing 100 feet west of Avenue "A," at $4,500	38,250	$158,500
8 lots fronting Avenue "A" on the west side, between East 62d and 63d streets, at 8,000	64,000	
Add for corners	4,000	
Carried Forward	$68,000	$158,500
7188 *Brought Forward*	$68,000	$158,500
13¼ lots fronting on the south side of 63d street and commencing 100 feet west of Avenue "A" at $6,000	79,500	
15¼ lots fronting on the north side of 62d street and commencing 100 feet west of Avenue "A" at $5,000	76,250	223,750
8 lots fronting 41st street on the north side, between 10th and 11th avenues, commencing 100 feet east of 11th avenue, at $6,000	48,000	
8 lots fronting 10th avenue on the west side from northwest corner of 65th street to southwest corner of 66th street at $7,000.	56,000	
Add for corner lots	4,000	
8 lots fronting 11th avenue on the east side, commencing at the northeast corner of 65th street and extending to the southeast corner of 66th street, at $5,000	40,000	
Add for corner lots	4,000	

24 lots fronting north side of 65th street, commencing 100 feet west of 10th avenue, at $4,500	108,000	
24 lots fronting south side of 66th street, commencing 100 feet west of 10th avenue, at $4,500	108,000	
		368,000
Carried Forward		$750,250
7189 *Brought Forward*		$750,250
6 inside lots fronting west side of 11th avenue, between 41st and 42nd streets	$54,000	
1 lot northwest corner of 11th avenue and 41st street	10,000	
1 lot southwest corner of 11th avenue and 42d street	15,000	
28 lots fronting north side of 41st street, between 11th and 12th avenues, commencing about 100 feet west of 11th avenue, at $6,000	168,000	
28 lots fronting south side of 42d street, between 11th and 12th avenues, commencing about 100 feet west of 11th avenue, at $9,000	252,000	
		499,000
6 lots fronting on the north side of 42nd street, between 11th and 12th avenues, commencing 100 feet west of 42d street, at $10,000		60,000
8 lots fronting on the west side of 11th avenue, between 65th and 66th streets, at $5,000	40,000	
Add for corners	4,000	
17-75/100 lots, having a frontage of 199 feet 9 inches on the north side of 65th street, and 234 feet 9 inches on the south side of 66th street, between 11th avenue and the H. R. R. R. cut, commencing 100 feet west of 11th ave., at $4,000	71,000	
		115,000
Carried Forward		$1,424,250
7190 *Brought Forward*		$1,424,250
57 lots, bounded by the west side of 12th avenue, the center line of 41st street, the west side of the former 13th avenue and the center line of 42d street, with water rights and grants as to wharfage, cranage, etc.		300,000
16-76/100 acres of land (7-48/100 acres under water) situated on the west shore of the Hudson river at Shady Side, Bergen county, N. J.		50,000
		$1,774,250

Meters.

17,594,	3 lights, at	$6.50 plus 20 per cent.,	7.80	$137,233.20
5,136,	5 lights, at	8.25 plus 20 per cent.,	9.90	50,846.40
3,158,	10 lights, at	10.50 plus 20 per cent.,	12.60	39,790.80
838,	20 lights, at	14.50 plus 20 per cent.,	17.40	14,581.20
215,	30 lights, at	19.50 plus 20 per cent.,	23.40	5,031.00
127,	45 lights, at	29.00 plus 20 per cent.,	34.80	4,419.60
105,	60 lights, at	39.50 plus 20 per cent.,	47.40	4,977.00
17,	80 lights, at	54.00 plus 20 per cent.,	64.80	1,101.60
89,	100 lights, at	65.00 plus 20 per cent.,	78.00	6,942.00
16,	150 lights, at	100.00 plus 20 per cent.,	120.00	1,920.00
21,	200 lights, at	140.00 plus 20 per cent.,	168.00	3,528.00
	Carried Forward.....			$270,370.80
7191				
27,316	*Brought Forward*.....			$270,370.80
2,	250 lights, at	200.00 plus 20 per cent.,	240.00	480.00
8,	300 lights, at	250.00 plus 20 per cent.,	300.00	2,400.00
27,326				$273,250.80

Services.

1,	½ inch, at	$10.....	$10
268,	¾ inch, at	10.....	2,680
14,950,	1 inch, at	10.....	149,500
4,355,	1¼ inch, at	11.....	47,905
866,	1½ inch, at	15.....	12,990
469,	2 inch, at	20.....	9,380
20,	2½ inch, at	32.....	640
169,	3 inch, at	42.....	7,098
19,	4 inch, at	62.....	1,178
10,	6 inch, at	140.....	1,400
21,127			$232,781

Street Mains.

8,590,	2 inch, at	$0.55.....	$4,724.50
135,659,	3 inch, at	0.70.....	94,961.30
245,915,	4 inch, at	0.80.....	196,732.00
186,564,	6 inch, at	1.20.....	223,876.80
81,356,	8 inch, at	1.75.....	142,373.00
25,162,	10 inch, at	2.00.....	50,324.00
21,022,	12 inch, at	2.50.....	52,555.00
2,093,	18 inch, at	4.50.....	9,418.50
37,510,	20 inch, at	5.00.....	187,550.00
1,170,	24 inch, at	6.50.....	7,605.00
50,	30 inch, at	10.25.....	512.50
745,091			$970,632.60

7192 *Avenue A and 1st Avenue, 60th and 61st Streets.*

Frame dwelling house, situate standing detached about 30 feet south side of 61st street, commencing about 100 feet west of Avenue A	$5,000	
Frame dwelling-house, situate standing detached about 35 feet on the north side of 60th street, commencing about 100 feet west of Avenue A	6,000	
Stable building, two-story frame filled with brick, shingle roof, situate on 60th and 61st streets, about 290 feet west of Avenue A	1,500	
		$12,500

Avenue A and 1st Avenue, 62d and 63d Streets.

Two gas-holder tanks of 94 feet diameter and 26 feet net depth, built of brick with concrete bottoms, at $40,000	$80,000	
Two telescopic gas-holders, 92 feet 6 inches diameter of outer section, 91 feet diameter of inner section, 26 feet height of each lift. Holders have cast iron columns, 24-inch inlet and 20 inch outlet pipe, capacity each 325,000 feet	56,000	
Valve house built between the two holders, brick cellar, frame upper part, slate roof, house is octagon, 17 feet long, 15 feet wide	2,000	
Carried Forward		$138,000

7193

Brought Forward		$138,000
It contains three 30-inch branches, two 30-inch valves, with hand wheels, two 24-inch valves, two 20-inch valves	$1,500	
It contains further on furniture, 1 desk, chairs, clock, steam heater, gas fixtures	150	
Engine room building on 63d street, 32 feet x 56 feet, frame with basement 10 feet high, built of masonry, slate roof	6,000	
Basement contains workshop with pipe and parallel vise, stock and dies, pipe tongs, hammer, chisels, drip-pump, 6 snow shovels, saw and ladder	100	
Under engine room, foundation for steam engine and exhauster included in cost of building six 24-inch tees, four 24-inch bends, five 24-inch valves, one 24-inch self-acting valve, 48 feet of 24-inch heavy flange pipe	3,000	

In boiler room, one cylindrical tubular boiler 4 feet in diameter and twelve feet in length, with thirty-three 3-inch tubes; boiler is built into brick work with cast iron front, including gauges and valves..	2,000	
One No. 3 Woodward pump for feeding boiler, including connections.....	250	
One reel with 100 feet of ¾-inch hydrant hose any clay-pipe.....	25	
		13,025
Carried Forward.....		$151,025
7194		
Brought Forward.....		$151,025
Iron stairway and platform leading to engine room on main floor of building, engine room containing one twenty-horse power horizontal steam engine, cylinder 10 inches diameter by 18 inches stroke.....	$1,400	
One Mackenzie's patent exhauster of 150,000 feet per hour capacity for 24-inch connections	5,000	
One Mercury compensator for same.....	600	
Fifteen feet of 3-inch counter-shaft with two pulleys	200	
One friction pulley, 62 feet of 10-inch belting	275	
One each of King's pressure and vacuum gauges and connections.....	125	
One arch pressure gauge.....	25	
One valve stand with hand wheel.....	60	
Two steam heaters, gas fixtures, chairs.....	100	
Office in front part containing 1 desk, 1 washstand, chairs, bench, steam heater...	125	
One set photometer.....	115	
One self-registering pressure gauge.....	175	
In and under yard, 146 feet of 20-inch pipe, 24 feet of 24-inch pipe, two 20-inch branches, two 24-inch x 20-inch reducers, two 20-inch bends.....	1,500	
Vault for water meter and water meter...	175	
		9,875
Carried Forward.....		$160,900
7195		
Brought Forward.....		$160,900
Twenty-five feet of 4-inch water pipe.....	$25	
One hundred and fifty feet of 2-inch water pipe	50	
One hundred and twenty feet of 1½-inch steam pipe	50	

Forty feet of 1-inch steam hose	10	
Eighty feet of 4-inch cast iron sewer pipe	125	
One lantern at gate on 63d street	15	
Frame blacksmith shop for street department	75	
Frame carpenter shop for street department	50	
Frame shed used by street department	50	
One blacksmith hearth, bellows, anvil and set of tools in blacksmith shop	150	
Work-bench in carpenter shop	25	
Two hundred feet ten inches of brick wall 16-inch, with 20-inch panels (on Avenue "A")	2,000	
Nine hundred and fifty feet of wooden fence on 62d and 63d streets	1,000	
		3,625
		$164,525

10th and 11th Aves., 41st and 42d Sts.

Retort house, one story, brick, walls 16 inches thick, iron roof frame, covered with corrugated iron, building is 17 feet high inside measurement, floor paved with brick		$1,500
Carried Forward		$1,500
7196		
Brought Forward		$1,500
Boiler room, one story, brick, 30 feet x 30 feet 10 inches, iron roof, 17 feet high, floor paved with brick, 12-inch walls	750	
Lime room, 1 story, brick, 12 inch walls, wooden roof, floor paved with brick, 13 feet high, building 25 feet 5 inches x 31 feet 2½ inches	600	
Purifier house, basement, one story, 16-inch brick walls with 12-inch panels, wooden roof slated, wooden floor in main story	1,500	
Gas holder tank, 49 feet 6 inches diameter, 15 feet deep, dismantled	1,750	
Brick chimney next retort-house, 9 feet square at base and about 60 feet high	850	
Small brick building, 16 feet 4 inches square, 12-inch walls, wooden roof	500	
Wooden shed, 14x16 feet, adjoining the above, frame shed in front of boiler-room	100	
One hundred and nine feet of brick fence wall without coping; one wooden gate	350	
One hundred and nine feet of parapet or retaining wall at N. E. corner of property	350	
		$8,250

7197 *11th avenue and Hudson River, 41st and 42d streets. Holder yard:*

Four gas holder tanks, 96½ feet diameter, 21 feet 6 inches depth, built of brick and cement with concrete bottoms.....	$120,000	
Four telescopic gas holders, 95 feet diameter of lower lift, 93 feet 6 inches diameter of upper lift; each lift 20 feet deep, cast iron columns with lattice girders, 16-inch inlet and outlet pipes, each holder having a capacity of 250,000 feet.....	90,000	
Brick governor and valve house, one story high with cellar and vault.....	3,500	
Containing:		
Governor	3,100	
Valves: One 30-inch $210, one 24-inch $168, five 16-inch $560.....	938	
Carpet, desk and chairs, gas fixtures and steam heater	200	
Three arch pressure gauges.....	75	
One drip pump.....	8	
One drip barrel on wheels.....	15	
One-story brick meter-house, 12-inch walls, slate roof, no cellar containing.....	1,200	
Station meter No. 4, of a capacity of 500,000 feet per 24 hours, with 10-inch rotary by-pass valve, overflow, clock and pressure gauges complete	1,800	
Carried Forward.....		$220,836

7198

Brought Forward.....		$220,836
Two hundred and sixty-seven feet of brick wall, 12-inch with 16-inch piers on 42nd street side of holder yard, $20 per foot...	$5,340	
Four hundred and forty feet of wooden fence inclosing holder yard on 41st street and 11th avenue sides, $1.50 per foot.....	660	
Cast iron pipes in holder yard and connections to works, 204 feet of 30-inch pipe from works to governor-house, 3 30-inch bends and 90 feet of 24-inch pipe from governor-house to city, 1 24-inch bend...	3,000	
Two hundred and seventy-five feet of 20-inch pipe for two outlets to city, 3 20-inch bends, 2 20-inch branches, 1 20-inch valve 2 20 x 16-inch reducers.....	2,000	

Three hundred and ten feet of 16-inch pipe, 1 16-inch valve, 4 branches, 4 drips, 220 feet of 10-inch pipe, 2 10-inch valves, 12 bends, 100 feet of 8-inch pipe, 3 8-inch valves, 4 8-inch bends and 6 16-inch bends	3,150	
Office building, 57 feet 4 inch- x 29 feet inside measurement of brick, cellar, two stories and garret, slate roof with cupola or dome, walls 12-inch with 16-inch piers, vault under sidewalk on 42nd street, 36 feet x 18 feet x 8 feet high covered with		
Carried Forward		$234,986
7199		
Brought Forward		$234,986
brick arches on iron beams, area 5 feet wide on 42nd street inclosed by iron railing with skylights for vault below, area 5 feet wide 10 feet deep along office building on holder yard side with iron steps leading down and covered with iron grating, contains water closet and urinal	$22,500	
Cellar is concreted and contains 106 feet 30-inch neavy flange pipe (for meter and two holders)	1,500	
Two 30-inch branches, 1 bend, 2 valves (for meter and two holders)	620	
Forty-five feet of 24-inch pipe (heavy) to exhauster No. 3	500	
Five 24-inch valves, 5 branches, 9 bends	1,450	
One hundred and five feet of 16-inch pipe for meter connections, 6 valves and 9 bends	1,420	
One 24-inch self-acting by-pass	310	
Foundation for 3-station meters	1,500	
Foundation for steam engine and pillow block	550	
Foundation for exhauster	450	
One water meter	150	
First floor contains—office with office furniture and fixtures	500	
One iron safe	150	
Two self-registering pressure and vacuum gauges	400	
Nine syphon pressure gauges with connections from cellar	225	
Carried Forward	$32,225	$234,986

7200 *Brought Forward*.....	$32,225	$234,986
Four arch pressure gauges with connections	100	
One station meter (No. 1), 14 x 14 feet of 2,000,000 feet capacity.....	6,000	
One station meter (No. 2), 12 x 12 feet of 1,450,000 feet capacity.....	5,000	
One station meter (No. 3), 10 feet six inches x 10 feet nine inches of 1,150,000 feet capacity	4,000	
All with the proper gauges, overflows, etc.		
Density test, timers, naphtha and ammoniacal liquor test.....	100	
Movable platform scales.....	125	
Four ornamental valve stands.....	300	
Engine room No. 11 contains: one 25 horse power steam engine, horizontal, cylinder 12 x 24 inches	1,500	
One gas governor with throttle valve for this engine complete.....	250	
One Mackenzie part rotary exhauster (No. 3), 3,600,000 feet per 24 hours capacity..	5,000	
with one compensator.....	600	
One friction pulley.....	85	
One King's pressure gauge, $50; one King's Vacuum gauge, $50.....	100	
One set photometer.....	115	
Closet for tools.....	25	
Carried Forward.....	$55,525	$234,986
7201 *Brought Forward*.....	$55,525	$234,986
One mercury steam gauge and connections.	100	
Forty-five feet of 10-inch triple belt.....	110	
Four valve stands with wheels for four 24-inch valves, two valve stands with arrows for self-acting by-pass and key for valve of independent by-pass.....	350	
Second floor contains: Engineer's private office, containing 1 desk, 1 table, chairs, closet with shelves, and washstand; closet for writing materials, black walnut book case with books and periodicals on Gas Engineering	400	
Sulphur and ammonia testing apparatus...	25	
Draughtsman's room contains: 1 desk, 1 glass book-case, 1 large book-case with drawers, full set of drawing boards, mathematical instruments, 1 theodolite, closet for drawing paper, steam heater and gas fixtures.....	600	

Drawings of works and apparatus—President's room contains desk, table, chairs, steam heater and gas fixtures.....	120	
Porter's room contains, closet, table, chairs, gas-stove, etc.....	50	
Photometer room contains, a complete set Bunsen Letheby Bar Photometer with		
Carried Forward.....	$57,280	$234,986
7202		
Brought Forward.....	$57,280	$234,986
cubic foot gas test, gas holder and connections to various points of works.....	2,000	
(Garret used for storage of various materials.)		59,280
Purifying house, frame, 70 x 160 feet with brick extension on 41st street 38 x 21 feet, one story high with wooden, felt and tan covered roof, cellar underneath the whole building with brick walls 16 inches thick, area along holder yard (walls 2 feet thick), cellar concreted and sewered throughout.....	30,000	
Cellar containing brick and iron foundations for 16 boxes of purifiers, centre valve 16-inch dry for purifier set 1, with tar tank below.....	1,200	
Centre valve 16-inch dry for purifier set 2, with tar tank below.....	1,200	
Centre valve 20-inch dry purifier for set 3, with tar tank below.....	1,500	
One hundred and sixty-eight feet of heavy 24-inch flange pipe (for inlet and by-pass to purifiers) with piers.....	1,680	
Three 24-inch branches, 4 bends, 2 valves..	650	
Four hundred and seven feet of twenty-inch flange pipe (inlet and outlet to set No. 3, and connections for same.....	2,450	
Nine 20-inch bends, 1 branch, 3 valves.....	675	
Carried Forward.....	$39,355	$294,266
7203		
Brought Forward.....	$39,355	$294,266
One 20-inch special casting for outlet.....	125	
Inlet and outlet connections between boxes of sets No-. 1 and 2:		
482 feet of 16-inch socket pipe.....	2,175	
Eight 16-inch branches, 9 bends, 4 valves..	800	
One 16-inch double bend, 1-16-inch cross...	90	

Connections for deodorizing apparatus:		
113 feet of 20-inch socket pipe	700	
129 feet of 16-inch socket pipe	600	
One 20-inch cross, 1 20-inch x 16-inch reducer	65	
One 16-inch cross, 3 16-inch branches, 2 16-inch sleeves	105	
Twelve 16-inch bends, 12 16-inch valves	1,580	
Connections for set No. 4:		
395 feet of 10-inch pipe	1,000	
Three 10-inch branches, 17 10-inch bends, 3 sleeves	220	
One 10-inch valve	70	
One hundred and ten feet of 6-inch pipe socket	175	
One 6-inch bend	5	
Seven drip pots with overflows	70	
Foundations for 12 boxes of purifiers, brick and iron, at $1,100	13,200	
Carried Forward	$60,335	$294,266
7204 *Brought Forward*	$60,335	$294,266
Main floor—purifier set 1: 4 boxes, 20 feet x 20 feet x 3 feet 6 inches deep, with wrought iron covers, cups 20 inches deep and hoisting carriage running on track on floor; 7 rows of sieves	11,500	
Purifier set 2, same as 1	11,500	
Purifier set 3, 4 boxes, 27 feet, 5¾ inches x 15 feet, 11 inches x 3 feet 6 inches deep, wrought iron covers, 20 inches depth of cups in hoisting carriage moving on track on main floor	12,500	
Lime sheds, partly on 41st St., sidewalk, frame, 1 story	600	
Tools as shovels, brooms, etc., for 12 men, 12 wooden wheelbarrows, 24 bushels-baskets, 6 wooden and 6 iron pails	200	
Purifier set 4, 7 feet 8 inches x 11 feet 8 inches x 3 feet 3 inches deep, 6 rows of sieves, carriage, dry centre valve for 10 connections	3,000	
		99,635
Vault under sidewalk on 41st street, 100 feet long, 13 feet wide, 8 feet 6 inches high, covered with brick arches resting on iron beams	$5,000	

Contains 44 feet of 20-inch socket pipe, 1 20-inch branch, direct connections between purifiers and holders	300	
Twelve feet of 10-inch pipe, 1 10-inch bend, connection between purifier set 4 and meter 4	50	
		5,350
Carried Forward		$399,251
7205		
Brought Forward		$399,251
Entrance to works from 42nd street:		
900 square yards of flags	$300	
Two gates	100	
Below flags, 37 feet of 24-inch cast iron flange pipe, for inlet to exhauster No. 3	500	
Eighteen feet of 10-inch socket pipe, and 1 10-inch bend, inlet to purifier set 4	85	
		985
Entrance to works from 41st street, iron gate		311
Flagged yard with vaulted basement below. Flagged yard 300 feet x 38 feet between purifying engine and retort houses with basement underneath, flags resting on brick arches turned between iron beams. Building (including 4 chimneys)	$26,000	
Fourteen skylights of glass and iron for lighting basement	3,000	
Two straight and 2 circular iron stairways leading to basement	1,000	
		30,000
Old engine room. Situated in basement of flagged yard, 22 x 38 feet concrete floor; used at present as store room for cast iron materials, as bends, branches, valves, part of machinery. It contains further, a brick cistern, 5 feet x 5 feet x 5 feet deep for accumulation of tar from low lying drips	$500	
Carried Forward	$500	$430,547
7206		
Brought Forward	$500	$430,547
A No. 0 Woodward pump for removing tar.	125	
In connection with this cistern there are extending through cellars, under purifying and condenser houses, 445 feet of 6-inch cast iron pipes (sockets)	750	
Seventeen cast iron cesspools with covers, and 3 cast iron bends	550	
Eighty feet 1½-inch wrought-iron discharge pipe	15	
		1,940

Further, inlet to exhauster No. 111; 35 feet 24-inch heavy flange pipe	$400	
One 24-inch branch	35	
Outlet from exhauster No. 111; 24 feet of 24-inch flange pipe	275	
One 24-inch bend	30	
Twenty feet of 20-inch cast-iron socket pipe (belonging to deodorizer)	175	
Fourteen feet of 16-inch flange pipe	75	
Two 16-inch bends, 1 24-inch x 16-inch reducer, outlet from condenser 1	75	
		1,065
In passage between purifier house and condenser house No. 11. Cellars. Inlet to exhauster No. 111, 44 feet of 24-inch flange pipe	459	
One 24-inch bend, $35; 1 branch, $40; 1 valve, $170	245	
Carried Forward	$704	$430,547
7207 *Brought Forward*	$704	$430,547
Inlet to washer-scrubber, 5 feet of 24-inch flange pipe	533	
One 24-inch bend, 1 cross, 1 branch, 1 double bend and two valves	590	
Inlet to purifier set No. 11 from water-gas bench 44 feet of 6-inch pipe	65	
Outlet from oil exhauster	75	
Eleven feet of 12-inch elbows, 3 drip pots	25	
		1,992
Boiler-room, 18 feet x 53 feet 6, contains 1 locomotive boiler of 70 H. P., built in 1881, fire-box 5 feet square inside, 6 feet outside, 86 3-inch tubes, 12 feet long	$3,000	
Fitted with draught regulator	50	
Two locomotive boilers of 45 H. P. each, built in 1871; fire-boxes inside 4 feet square, outside 5 feet square; each boiler contains 54 3-inch tubes 8 feet long	4,500	
There is one wrought-iron smoke stack 24-inch diameter 65 feet high (above flags in yard) for large boiler, and one 24-inch diameter 50 feet high for 2 smaller ones		
Two Blake's No. 3 boiler-feed pumps	450	
One Niagara No. 5 pump (formerly used for pumping ammonia liquor)	600	
Carried Forward	$8,600	$435,544

7208	*Brought Forward*.....	$8,600	$435,544
	One complete set of stoking tools, 2 coke boxes, 6 wooden wheel-barrows.....	200	
			8,800
	Vault between old engine-room and boiler-room, 10 feet x 18 feet, contains one condenser for steam, 4 feet diameter and 6 feet high, and one No. 11 feed-water heater with brass coil, connection between condensers I and II, 42 feet of heavy cast iron 20-inch pipe.....		800
	Store-room, 18 x 22 feet, used for storage of waste, shovels, pig lead, white lead, fittings, etc., one No. 9 Blake's pump for pumping out tanks with 60 feet 3-inch and 30 feet 6-inch suction pipe.....	$800	
	One old steam engine of 15 H. P. 8-inch cylinder, 20-inch stroke, with fly-wheel, 2 pulleys	350	
	One gas governor.....	100	
	One 6-inch jet exhauster with by-pass valves, etc., complete	500	
			1,750
	Pipe and fitting shop, 18 feet wide, 36 feet 6 inches long, containing 2 work benches with 4 parallel vises, 1 pipe vise, 1 pipe vise on iron stand, 2 closets, 1 oscillating steam engine of 5 H. P., 1 horizontal drilling machine with full set of twist drills from half inch to 1½ inch.,		
	Carried Forward.....		$446,894
7209			
	Brought Forward.....		$446,894
	1 line of shafting with 5 pullies, 1 pipe cutting and threading machine (cuts up to 4½ inch), 1 grindstone and full set of tools for 6 pipe fitters, steam heater, 1 punching press, 1 shearing machine, 1 punch for use on holders, 4 screw jacks, 1 hydraulic jack, 1 derrick for hoisting pipes, etc., with blocks and fall, and 1 drip pump, 1 pump for cleaning pipes, 2 chain blocks and 1 small truck for hauling pipe.....		3,000
	Blacksmith shop, 18 feet x 53 feet, contains 2 blacksmith's hearths and bellows, 2 anvils, 1 work bench, with parallel vise and full set of tools for 2 blacksmiths and helpers		1,000
	Paint shop, 18 feet x 14 feet 6 inches, containing work bench, closets, steam heater and full set of tools for painter and helpers, machine for grinding paint, and tar boiling over.....		200

Stable, 18 feet x 37 feet 6 inches, contains stalls for 3 horses, blankets, etc., feed box, steam heater, 1 brown horse, 1 roan horse, 1 brown mare, 3 light wagons, and 1 drip wagon		2,000
Condenser house No. 1, two stories and basement (upper story, including air condenser now being erected), brick walls 16		
Carried Forward		$453,094
7210		
Brought Forward		$453,094
inches thick, 20 piers, iron roof covered with slates, with iron floors, iron dooors and windows	$16,000	
Basement contains one cast-iron washer for deodorizing foul gas from purifiers, 3 feet x 7 feet 6 inches x 9 feet high (inside measurements), divided into 4 compartments, filled with wooden trays, and provided with jets of water. Washer has drip pot attached to it	1,800	
One 20-inch steam jet exhauster for deodorizing apparatus	350	
Connections to deodorizing apparatus, 50 feet of 20-inch socket pipe, 7 20-inch elbows	500	
Connections to condenser No. 2, 1 16-inch x 16-inch tee, 1 16-inch elbow, 10 feet of 16-inch pipe, 2 16-inch valves, 1 16-inch x 20-inch reducer	400	
Tar connections, 43 feet of 8-inch cast-iron tar pipe, 50 feet of 6-inch cast-iron tar pipe, 30 feet of 6-inch cast-iron tar pipe, 2 tar pots, 3 8-inch valves, 3 8-inch tees, and 3 8-inch elbows	500	
First floor, two round cast-iron dry scrubbers, 8 feet diameter, 18 feet high, fitted with wooden trays, provided with necessary manholes and drip connections	3,500	
Foundation for same	800	
Carried Forward	$23,850	$453,094
7211		
Brought Forward	$23,850	$453,094
One multitubular condenser, 42 feet long, 4 feet 6 inches wide, and 14 feet high, 12 compartments, with 48 4-inch cast-iron tubes each being 11 feet long	9,000	
Foundation for same	1,500	

Connections as follows, 50 feet of 16-inch cast-iron socket pipe, 4 16-inch elbows, 2 16-inch valves, 1 10-inch saddle-piece, 3 elbows, 1 valve, 1 24-inch elbow, 1 24-inch x 20-inch reducer, 1 24-inch valve, 5 feet of 24-inch pipe.....	1,050	
Second floor, one air condenser, composed of two sets of 4 each cast-iron seal mains, 24 inches x 26 inches inside, x 14 feet 8 inches long, and 32 wrought iron, 16-inch tubes, 45 feet 10 inches long each, whole apparatus resting on wrought iron girders	11,000	
Connections as follows, 48 feet of 24-inch wrought-iron pipe, 17 feet 24-inch cast-iron pipe, 6 24-inch elbows, 4 tees and 6 valves	2,000	
		48,400
Condenser house No. 2: One story brick building, 28 feet x 57 feet, with cellar, iron roof covered with slates, walls 16 inches thick, with 20-inch piers, area on 41st street covered with iron grating.....	13,000	
Carried Forward.....		$501,494
7212 *Brought Forward*.....	$13,000	$501,494
Cellar and main floor contain: One multitubular condenser of the same size and description as the one in condenser house No. 1	12,000	
Brick foundation for same.....	1,500	
Two cast-iron scrubbers, 9 feet square, 18 feet high, filled with wooden trays and fitted with water sprinkling apparatus, used as dry scrubbers at present.....	6,000	
Brick foundation for scrubbers.....	1,000	
One Kirkham-Hulett washer scrubber of two millions per diem capacity, 8 feet dtr., 16 feet 4-½ inch long, outside measurement with 13 compartments, gearing, counter shaft, 3 pulleys and belting.....	15,000	
Small water supply tank with self-regulating ball cock, washer.....	50	
Resting on iron frame-work and columns..	500	
One cast-iron dry scrubber for naphtha gas, 6 feet 10 inches long, 4 feet 10 inches wide, 14 feet high, divided into four compartments, fitted with wooden slats.....	1,800	
Two round, wrought-iron multitubular condensers used for naphtha gas; diameter of each shell 5 feet; total height 22 feet 11 inches; 127 3-inch galvanized tubes, 19		
Carried Forward.....	$50,850	$501,494

7213	*Brought Forward*.....	$50,850	$501,494
	feet 10 inches long in each condenser. They are provided with self-acting water supply apparatus, and also with quick opening valves for inlet, worked with rods and levers from main floor.....	8,000	
	One condenser composed of two lengths of 24-inch pipe, forming a water tank with about 40 feet of 6-inch condensing pipe inside of it; not in use at present.....	275	
	Connections to large condenser, scrubbers and washer; 140 feet of cast-iron 24-inch flange pipe, 12 24-inch bends, 9 branches, 11 valves and 9 ornamental valve stands.	6,000	
	Inlets from retort house No. 2; 36 feet of 20-inch flange pipe, 2 20-inch bends and 2 valves	650	
	Connections for naphtha gas apparatus, 100 feet of 12-inch socket and flange pipe, 9 12-inch bends, 11 branches, 6 valves.....	450	
	Tar connections to large condenser and scrubbers, 40 feet of 8-inch pipe, 6 8-inch branches, 6 valves; 16 feet of 4-inch pipe, 6 4-inch bends.....	550	
	One large and 3 small tar pots.....	50	
	Tar connections to naphtha gas apparatus, 40 feet of 3-inch wrought-iron pipe, 20		
	Carried Forward.....	$66,825	$501,424
7214	*Brought Forward*.....	$66,825	$501,424
	feet of 2-inch wrought-iron pipe, 95 feet of 1½-inch wrought-iron pipe.....	75	66,900
	Vault in 41st street in front of condenser house No. 2, under sidewalk, 30 feet 6 inches long and 8 feet wide, covered with brick arches between iron beams.....	$2,000	
	Contains one wrought iron tank 10 feet x 6 feet 9 inches x 3 feet 3 inches, used for storage of naphtha tar.....	150	
	One No. O Blake's pump for pumping this tar	100	
	Eighteen feet of 4-inch cast-iron pipe, leading to water meter, 1 4-inch valve.....	46	
	One meter for Croton water.....	150	2,446

Engine room No. 1, adjoining condenser room No. 2: One story and basement brick building 28 feet x 37 feet, with iron and slate roof. Basement concreted and sewered, main floor has double floor, upper one of hard wood, wooden ceiling with octagonal dome, 8 ft. across extending 8 feet above peak of roof	12,000	
Contains in cellar and main floor: One 65 horse-power steam engine, cylinder 16		
Carried Forward	$12,000	$570,840
7215		
Brought Forward	$12,000	$570,840
inches in diameter by 30-inch stroke, variable cut-off, fly-wheel, driving pulley 57 inches in diameter	3,000	
Engine resting on brick pier and iron beams as foundation	650	
Speed of engine regulated by one gas governor acting upon throttle valve of engine	400	
One large Smith & Sayre exhauster No. 1, of 5,760,000 feet capacity for 24 hours for 24-inch connections with driving pulley, 54 inches diameter	6,000	
One Smith & Sayre exhauster No. 2, of 3,600,000 feet capacity for 24 hours for 24-inch connections with driving pulley, 48 inches diameter	5,000	
Exhauster is fitted with compensator	600	
Bed-plates of both exhausters resting on brick arches, turned between iron beams supported by cast-iron columns	500	
One Smith & Sayre exhauster of 864,000 feet capacity per 24 hours and 12-inch connections (used for naphtha gas), steam engine of 7 horse power, with cylinder 6 inches in diameter 6 inches stroke on same and bedplate with exhauster and gas governor	2,500	
Bed-plate resting on brick pier	425	
A platform 28 feet 7 inches of cast-iron plates running across engine room 16 feet		
Carried Forward	$31,075	$570,840

7216 *Brought Forward*.....	$31,075	$570,840
above main floor and supported by wrought-iron girders and cast-iron ornamental columns.....	1,500	
Platform support 3-1/2 inches, counter-shaft 17 feet long, counter-shaft provided with 3 pulleys 42 inches in diameter in connection with engine and exhausters 1 and 2, pulleys for exhausters provided with friction-clutches and belt tighteners worked from main floor.....	700	
Forty-three feet of 15-inch double belt and 82 feet of 10-1/2-inch double belt.....	700	
Iron stairway leading from main floor to platform	350	
One 12 horse power Greenfield upright engine, cylinder 8 inches in diameter x 8 inches stroke (driving Kirkham-Hulett washer scrubber included in valuation of scrubber		
One set photometer with governor for testing finished gas	115	
One set photometer for testing coal gas by itself	80	
Two of King's pressure gauges.....	100	
Two of King's vacuum gauges.....	100	
One set of tools for use of engine driver, set of oil cans and closets.....	125	
Six ornamental valve stands.....	350	
One reflector gas fixture and 2 ornamental side brackets	60	
Carried Forward.....	$35,255	$570,840
7217 *Brought Forward*.....	$35,255	$570,840
One mercury column steam gauge.....	100	
One steam heater.....	25	
Connections to exhausters 1 and 2: Ninety-five feet of cast-iron 24-inch flange pipe, eleven 24-inch bends, 7 branches, 6 valves, 1 self-acting by-pass valve. Connections from condensers Nos. 1 and 2. Forty-eight feet of 20-inch flange pipe, one 20-inch bend, 1 branch, 1 24 x 20-inch reducer. Connections to naphtha gas exhauster: Fourteen feet of 12-inch socket pipe, five 12-inch elbows, 2 tees, 3 valves, 14 cast-iron columns for support of pipes, three drip pots.....	5,000	
		40,380

Storage house: Elevated between purifier and condenser house No. 2, iron frame covered with corrugated iron resting on iron columns and girders; it is used for the storage of naphtha and contains one tubular tank 4 feet 6 inches x 25 feet long, covered with felt and has a capacity of 3,000 gallons.....		2,000
Retort house No. 1: Two hundred and sixty feet long, 56 feet wide, 22 feet from main floor, to square of building with a paved cellar 11 feet deep, walls above main floor		
Carried Forward.....		$613,220

7218

Brought Forward.....		$613,220
16 inches wide with 20-inch piers, main floor composed of castiron beams and floor plates. Wrought-iron trussed roof covered with slates.....	$75,000	
Contains three sections of benches: East section, 20 benches of 6 retorts each, built back to back, 10 in a row; skeletons 6 feet 4 inches wide; retorts 14 inches x 24 inches by 9 feet 4 inches long; each bench fitted with a generator, which is fitted from main floor and slag drawn off in cellar; mouth-pieces fitted with self-sealing retort lids, stand bridge and dip pipes 6 inches diameter, of cast-iron; 1 hydraulic main for each side, made of 3/8-inch boiler iron, 24 inches wide x 30 inches deep	50,000	
Middle section, 20 benches of 6 retorts each built back to back, of same construction as east section	50,000	
West section: 20 benches of 6 retorts each built back to back same as East section, retorts are 14 inches x 24 inches by 10 feet 2 inches long.....	50,000	
Twenty-inch take-off main on south and east walls 28 feet of 20-inch wrought-iron pipe; 180 feet of cast-iron socket pipe; 4		
Carried Forward.....	$225,000	$613,220

7219	*Brought Forward*.....	$225,000	$613,220
	20-inch branches, 1 bend, 1 valve; 2 24-inch branches; 1 24-inch bend; 16-inch take-off main on top of benches; 222 feet of 16-inch flange pipe; 120 inches x 16 inches reducer; 3 branches, 4 bends, 3 valves. Connections between hydraulic and take-off main; 92 feet of 12-inch socket pipe, 3 12-inch branches, 1 bend, 2 12 inches x 10 inches reducers, and 2 12-inch valves. Connections from retort house No. 4 to scrubber 1: 95 feet of 10-inch socket pipe, 2 10-inch branches, 3 10-inch bends. Take-off mains, 160 feet of 10-inch pipe, 8 branches, 8 bends, 8 valves, 50 feet of 6-inch pipe, 6 branches, 4 bends, 4 valves. Tar connections to hydraulic main; 157 feet of 4-inch socket pipe, 2 4-inch branches, 8 4-inch bends, 6 4-inch tar gates, and 6 4-inch seal pots.....	8,000	
			233,000
	Scale-house, between retort-house 1 and coal sheds 1 and 2 frame 3 feet x 14 feet, with one Riehle's platform scale, 1 weigher's desk, chair, closet, gas fixtures and steam heater, 1 movable frame scale house 6 x 8 feet..		900
	Retort house No. 2, 95 feet long x 56 feet wide, 22 feet 6 inches high from main		
	Carried Forward.....		$847,120
7220			
	Brought Forward.....		$847,120
	floor to square of building; north and south walls 16 inches thick with 20-inch piers; east wall 16 inches thick, west end is formed by 9 piers 2 feet thick with roof frame of wrought iron, covered with connecting arches for support of roof; slates, main floor composed of cast-iron beams and plates; cellar is 11 feet deep and is paved; area on 41st street 4 feet wide covered with iron grating; vault under 41st street walk; full width of retort house, iron doors and windows.....	$28,000	
	Retort-house contains: One stack of 20 benches of 7 retorts each, built back to back, width of skeletons 7 feet 2 inches, size of retorts, 14 inches x 23 inches x 10 feet 3½ inches long; each bench provided with a generator furnace; the 12 northerly benches are used for coal gas		

purposes, and the 8 southerly ones for naphtha gas have through retorts; wrought-iron hydraulic mains 24 inches x 30 inches, 86 feet long each; stand, bridge and dip pipes 6 inches diameter, with 3-inch by-passes to seal; mouth-pieces 13 inches by 21 inches, with self-sealing lids	54,000	
Carried Forward.....	$82,000	$847,120
7221		
Brought Forward.....	$82,000	$847,120
Two movable platforms running on tracks for charging top retorts of coal gas benches	600	
One iron tar tank, on gable wall, half round, holding 200 gallons.....	100	
One iron naphtha tank, holding 245 gallons	350	
Two iron naphtha tanks, holding 452 gallons	450	
Two naphtha meters in retorthouse.....	75	
Two sets of apparatus for distributing naphtha to retorts, complete.....	950	
One naphtha still 3 feet diameter, 4 feet high with steam coil of ¾-inch pipe.....	100	
		84,625
Retort-house, No. 3, of same size and construction as retort-house No. 2, including vault on 41st street.....	$29,000	
Contains: one stack of 20 benches of 6 retorts each, built back to back; 6 benches have generators, 14 old-fashioned furnaces; width of skeletons, 7 feet 2 inches; size of retorts 13 inches x 24 inches x 9 feet 5 inches long; mouth pieces, 12 inches x 20 inches, fitted with self-sealing lids; bridge, stand and dip-pipes 7 inches diameter, cast-iron hydraulic; mains 20 inches wide, 24 inches deep, and 86 feet long each.....	36,000	
Carried Forward.....	$65,000	$931,745
7222		
Brought Forward.....	$65,000	$931,745
Take-off mains on walls in retort-houses No. 2 and 3 inclusive; connection to retort house No. 1, across yard; 228 feet of 20-inch flange and socket-pipe; 7 20-inch tees, 1 bend, 2 valves, 2 reducers, 20 inches x 16 inches; 132 feet of 16-inch socket-pipe, 7 16-inch branches, 1 bend, 1 valve; take-off main for naphtha gas, 68 feet of 12-inch socket-pipe, 7 12-inch		

branches, 4 bends, 4 valves. Connection from retort-house 4 to scrubber 1; 158 feet of 10-inch pipe (socket), 1 10-inch branch, 3 bends; connection between hydraulic and take-off main, 12 feet of 10-inch pipe, 4 10-inch bends and 6 10-inch valves. Connection to experimental bench in retort-house No. 4; 243 feet of 6-inch socket-pipe, 4 branches, 7 bends, 4 valves. Tar connection to tar main in 41st street; 375 feet of 6-inch socket-pipe, 4 6-inch branches, 9 6-inch bends, 144 feet of 4-inch socket-pipe, 4 4-inch bends, 8 tar-gates, 5 seal pots.....	8,000	
		$73,000
Retort-house No. 4 fronting on 41st street and adjoining retort-house 3 to the west; 33 feet wide, 34 feet long, 22 feet 6		
Carried Forward.....		$1,004,745
7223		
Brought Forward.....		$1,004,745
inches high with cellar 11 feet deep; walls 16 inches with 20-inch piers, iron roof covered with slate, iron main floor, cellar paved with brick.....	$8,000	
Containing 3 benches for experimental purposes, 2 with six and one with 7 retorts; retort 12 inches x 20 inches x 12 feet long, open on both ends, with mouth-pieces and self-sealing lids; one bench fitted with generator, the other with ordinary furnaces, naphtha distributing apparatus; 6-inch stand, bridge and dip-pipes; one bench with fanners, the other two with ordinary 3-inch by-pass valves; wrought-iron hydraulic mai[illegible] 2 feet square, 25 feet 7 inches long, [illegible]ade of 7/16-inch boiler iron	6,500	
One water gas bench with 12 upright retorts 22½ inches x 6 inches x 8 feet long, and one retort 16 inches x 10 inches x 8 feet long, clay super-heaters, 3-inch take-off pipes for every retort; steam pipes, complete with all valves; 6-inch pipes leading to a small cast-iron hydraulic main, 36 inches x 20 inches x 23 inches; ordinary furnace in cellar, two 10-inch jet exhausters, four 10-inch bends, 3 branches, 2 valves; one 8-inch valve, 1 10-inch x		
Carried Forward.....	$14,500	$1,004,745

7224	*Brought Forward*.....	$14,500	$1,004,745
	8-inch reducer, 154 feet of 6-inch cast-iron pipe, 18 6-inch bends, 12 6-inch branches 11 6-inch valves, 85 feet of 4-inch cast-iron pipes, 4 4-inch bends, 2 2-inch branches, 1 drip-pot, 2 4-inch tar valves	4,000	
			$18,500
	Retort-house tools: Full set of retort-house tools for working all the benches in retort-houses 1, 2, 3, 4, as shovels, rakes, scoops, lid-openers, augers, 18 iron wheel-barrows, coal wheelers' shovels and 24 tin lanterns		2,500
	Coal yard: west of retort-houses 3 and 4 with 300 feet of elevated track for dumping coal	1,500	
	One hundred and ten feet of run for wheeling coke from cellar.....	300	
	And 80 feet of run for wheeling coal from coal-shed 3	150	
	Scale-house in coal yard, frame, 1 story, 16 feet x 16 feet, with platform scale; size of platform, 8 x 16.....	1,000	
	One hundred and two feet of fence wall along 41st street, wall 24 inches thick, with 20-inch panels above water table, wooden lining	3,500	
	Inside of wall to keep weight of coal from wall	250	
	Carried Forward.....	$6,700	$1,025,745
7225	*Brought Forward*.....	$6,700	$1,025,745
	Vault under 41st street, sidewalk, 27 feet long x 13 feet wide, 8 feet high, with walls 2 feet thick, covered with brick arches resting on iron beams.....	1,500	
	Containing 3 boiler iron tanks of together 8445 gallons capacity (formerly used for storage of naphtha), with connections and valves complete, also one boiler iron tank, with drip-pan resting on top of fence wall of 1620 gallons capacity.....	1,200	
	Frame house, one story, 14 feet x 28 feet, on level of flags in yard, with lockers for retort-house firemen and closets for tools..	1,000	
	One boiler iron tank, round 4 feet 6 inches diameter, and 25 feet long, 3,000 gallons capacity (lying in 41st street, and not in use)	500	
			$10,900

Coal sheds Nos. 1 and 2, on 42nd street, each 168 feet long, and 42 feet wide, one story high, each holding 3,000 tons of coal when trimmed, brick gables and side walls, 24 inches, two division walls, 16 inches thick, west gable of framing, wooden retaining walls inside of brick ones, wooden roof over each shed covered with tar felt and pebbles, single track railroad running over peak of each roof 30,000

Carried Forward $1,066,645

7226

Brought Forward $1,066,645

Coal shed No. 3, on 41st street, 168 feet long, 86 feet wide, divided by 1 2-foot brick wall (in center), and by wooden partitions into 6 bins; each bin holding about 1,000 tons of coal when trimmed; second story is traversed by railroad tracks, provided with the necessary switches and turning tables for distribution of coal into bins 40,000

Carpenter shop, 15 feet x 75 feet on easterly end of second story of coal shed 3, containing work benches for 3 carpenters, grindstone, drilling machine, with full set of augers, 1 3-inch auger, 1 cross-cut saw, gas fixtures, 1 hand cart, 1 car to run on tracks for moving lumber 800

Store room, 20 feet x 75 feet on west end of second story of coal shed 3, used for storage of lumber, scaffolding, wheel-barrows, ladders, one coke wagon 500

Dock, trestle work extending from west of coal sheds to head of pier, with 3 floors .....

First floor for wheeling and carting on level of cellars of works (about 4 feet above high-tide) .....

Second floor, with 3 railroad tracks, for conveying coal

Carried Forward $1,107,945

7227

Carried Forward $1,107,945

from pier head to bins in coal shed 3, and to coal yard west of retort-house 3 and 4 .....

Third floor, with two tracks for bringing coal into sheds 1 and 2, and into lots west of coal sheds, trestle work is composed of 41 trestles, built of 10-inch x 10-inch timber as uprights, with the necessary cross braces and ties, each trestle resting on cap timbers laid on top of a row of piles .....

Length of trestle work from coal shed to platform at pier head 417 feet .....

Width of trestle work on first floor, 28 feet 6 inches, width of trestle work on second floor, 26 feet 4 inches, width of trestle work on third floor, 12 feet 10 inches.

From main trestle work there are branching off, 4 side trestles, each 90 feet long, with single track in connection with tracks on third floor of main trestle.....
These trestles are for the purpose of dumping coal in lots between main trestle and 42nd street.....
Two side trestles, each 78 feet long, with cross-trestle 75 feet long, same as above, for dumping coal into lots between main trestle and 41st street.....

Carried Forward..... $1,107,945

7228

Brought Forward..... $1,107,945

On main floor of main trestle there is a frame scale house, 13 feet x 11 feet, with two Fairbanks track scales, one on upper and one on lower track; scale house further contains 1 desk, 2 chairs, 1 washstand, gas fixtures and steam heater.....
Frame hoisting platform, 85 feet x 85 feet, at end of pier, built of 10-inch x 8-inch uprights, strongly braced piling, crib work and filling, with two floors above ground floor, corresponding with upper and lower runs of trestle work; platform provided with 6 wooden derricks, complete with blocks, falls, brake lines, guy ropes and iron stays, 5 booths or stands for brakemen, turntable, track, switches for shifting coal cars when being loaded.....
Frame engine-house, 37 feet x 60 feet, built under platform; has two floors and wooden roof covered with tar paper; contains, on first floor: Engine room, 37 feet x 48 feet, containing one 60 horse power locomotive boiler, fire box 60 inches x 60 inches, 84 tubes 3-inch diameter, 10 feet long, with sheet iron smoke stack, 24-

Carried Forward..... $1,107,945

7229

Brought Forward..... $1,107,945

inch diameter extending 24 feet above top of platform, 3-inch exhaust steam pipe rising to same height, boiler fitted with draught regulator.....
One 50 horse power hoisting steam engine, 14 inches diameter of cylinder by 24-inch stroke, with plain side valve, governor, pulley 60 inches in diameter, and flywheel resting on timber foundation, 87 feet of 3-inch shafting resting on 15 pillow blocks along 3 sides of room with gearing acting upon 8 hoisting drums, drums are fitted with friction clutches and brakes and connected one to each of the derricks, with 2 to spare, one 36-inch pulley on shafting, 45 feet of 10-inch double belt.....

One salt water pump, Guilds and Garrison, steam cylinder 10-inch diameter, water cylinder 6-inch diameter, length of stroke 6 inches, one No. 2 "Niagara" boiler feed pump, steam heater, gas fixtures, one bench with parallel vise, set of tools and oil cans for use of engine driver, 1 bench with 6 oaken water pails for fire purposes, vestibules in front of engine room contain stairway to upper story, closet for tools.....

Carried Forward..... $1,107,945

7230

Brought Forward..... $1,107,945

One movable hoisting engine of 8 horse power, with boiler on iron movable platform.....

Second story comprises rigging loft with rigging tools and supplies as follows: Holder, hoisting rigging, 8 15-inch blocks, 3 sheaves; 8 15-inch blocks, 2 sheaves; 8 15-inch blocks, 1 sheave, 8 falls of 3¾-inch manilla rope, 279 feet long each, 8 shackles, 8 cup hooks.....

Coal hoisting rigging: 4 12-inch tackle blocks with 3 sheaves, 2 10-inch tackle blocks with 3 sheaves, patent, 2 10-inch tackle blocks with 2 sheaves, 1 10-inch tackle block with 3 sheaves, 3 14-inch blocks with 1 sheave, 1 8-inch block with 1 sheave, 1 14-inch snatch block, 2 10-inch snatch blocks, 24 patent sheaves 11-inch diameter by 2-inch face, 13 patent sheaves 10-inch diameter by 2-inch face, 4 patent sheaves, 4-inch diameter x 1-inch face, 4 sheaves, 3½ x ⅞ inches face, 5 sheaves, 7½ x 1½ inches face, 1 tackle, 30 feet hoist with 7-inch blocks, rope 2½ inches, 2 tackles, 40 feet hoist with 7-inch patent blocks, rope 2½ inches, 5

Carried Forward..... $1,107,945

7231

Brought Forward..... $1,107,945

tackles, 30 feet hoist with 6-inch blocks, rope 2 inches, 1 4-inch sheave, 12-inch rope, strap tackle, 84 feet hoist 3-inch rope, 2 tackle falls, 3½ inches, 3-strand rope, 420 feet long each, 2 tackle falls, 3¾ inches, 3-strand rope, 250 feet long each, 1 tackle fall, 3¾ inches, 3-strand rope, 420 feet long, 1 tackle fall, 3 inch, 3-strand rope, 200 feet long.....

Rigger tools, as sailor's needles, palms, marlin spikes, one winch or windlass, one bench with 6 oaken water pails for fire purposes, 18 coal cars, iron throughout, weighing about 1,100 pounds each, and holding 2,400 pounds coal each, 1 side dumping car, 12 tubs for hoisting coal, holding from 400 to 600 pounds of coal, 35 shovels, 12 kerosene lamps, 1 kerosene can, 6 water pails, 1 flat-bottomed boat with blocks and falls for lowering, 1 large float and 1 small float..... 100,000

Tar dock, south of main pier, 82 feet long and 36 feet wide	$2,500	
Tar tank set on piles underneath tar dock, constructed of 3-inch planks and lined with sheet lead 24 x 20 feet x 8 feet deep.	2,800	
Carried Forward	$5,300	$1,207,945
7232 *Brought Forward*	$5,300	$1,207,945
Separator 4 inches x 4 feet 6 inches x 8 feet deep constructed also of 3-inch planks and lead lined	150	
Small frame house 6 x 7 feet	150	
Containing one "Niagara" steam pump No. 2½, used for pumping tar and ammoniacal liquor, with all connections and valves	300	
Ammonia tank alongside of tar dock, built on piles in river and constructed of 3-inch planks with wooden roof, size of tank 16 feet 6 inches x 19 feet 6 inches x 8 feet deep	1,050	
		$6,950
Tank yard, 80 x 38 feet along bulkhead north of main pier, enclosed by iron fence on river side and brick wall and iron fence on land side, with two gates	1,150	
Containing one iron round tank for ammoniacal liquor 30 feet diameter and 15 feet high, contents 79,200 gallons	1,600	
One iron round tank for naphtha 30 feet diameter and 21 feet high, contents 12,000 gallons	3,000	
Six tubular iron tanks for naphtha, 4 feet 6 inches diameter 25 feet long, contents, 3,000 gallons each, arranged in pairs on top of each other with connections to large round tank	3,600	
Carried Forward	$9,350	$1,214,895
7233 *Brought Forward*	$9,350	$1,214,895
One frame pump-house, 9 x 10 feet, irregular, one story, gravel roof, containing	400	
Containing one large Woodward special duplex, double-acting steam pump, with 6-inch connections, capacity 20,000 to 25,000 gallons per hour, used for pumping naphtha from boat into tank	1,000	
One No. 3 Woodward steam pump, for pumping naphtha from tanks on dock to tanks at works	275	
		11,025

Bulkhead, 275 feet of bulkhead along river front	$4,200	
Four hundred and sixty feet of fencing made of 2-inch planks, strongly braced, inclosing coal yards west of coal sheds along 42d and 41st streets	1,150	
		5,350
Sewers, 1,400 feet of sewers built of brick and cement from 8 to 24 inches wide extending through cellars, 340 feet of box sewer under gangway between coal sheds and under pier, 225 feet of 6-inch pipe sewer between governor-house and purifier-house cellars, 40 feet of 8-inch overflow pipe from gas-holder tanks 184 feet of box sewer in coal shed No. 1, 80 feet of 6-inch pipe sewer in retort-house No. 1		9,100
Carried Forward		$1,240,370
7234		
Brought Forward		$1,240,370
Water gas, steam pipes, etc.: Eighteen feet of 4-inch castiron, 1,375 feet of 3-inch water pipe, wrought and cast-iron, 276 feet of 3-inch water pipe, overflows of condensers, 1,160 feet of 3-inch water pipe, wrought iron for salt water supply, 1,260 feet of 2-inch water pipe, 740 feet of 1½-inch water pipe, 510 feet of 1¼-inch water pipe, 2,000 feet of 1-inch and ¾-inch water pipe	5,000	
Six hundred and thirty feet of 2-inch gas pipe, 1,115 feet of 1½-inch gas pipe, 1,240 feet of 1¼-inch gas pipe, 2,100 feet of 1-inch gas pipe, 3,000 feet of ¾-inch gas pipe, 47 gas lanterns in yards on dock, 222 outlets for burners with stop-cocks	3,000	
Eighteen feet of 6-inch steam pipe, 69 feet of 3½-inch steam pipe, 51 feet of 3-inch steam pipe, 153 feet of 2½-inch steam pipe, 1,639 feet of 2-inch steam pipe, 1,460 feet of 1-inch and ¼-inch steam pipe, 2,000 feet of 1-inch and ¾-inch steam pipe	2,000	
Five hundred feet of 2-inch pressure pipe for gas governors, 450 feet of 1¼-inch pressure pipe for gauges, 2,500 feet of ¾-inch pressure pipe for gauges	1,000	
Carried Forward	$11,000	$1,240,370

7235	*Brought Forward*	$11,000	$1,240,370
	Nine hundred and eighty feet of 3-inch cast-iron ammoniacal liquor pipe, 250 feet of 2-inch wrought-iron ammoniacal liquor pipe, 350 feet of 1½-inch wrought-iron ammoniacal liquor pipe.....	1,500	
	Tow hundred and ninety-two feet of 8-inch earthen ware tar pipes, 1,292 feet of 8-inch cast-iron tar pipes, 12 8-inch branches, 6 bends, 1 valve, 480 feet of 3-inch cast-iron tar pipes for oil tar, 250 feet of 1¼-inch wrought-iron tar pipe for oil tar, 150 feet of 1-inch wrought-iron tar pipes for oil tar	6,000	
	Seven hundred and forty-five feet of 20-inch cast-iron deodorizing pipe, 6 cast-iron elbows, 1 wrought-iron chimney on dock, 50 feet high, 20 inches in diameter.....	7,125	
	Fifty feet of fire hydrant hose with play-pipe and coupling, 600 feet of ¾-inch hydrant hose	125	
	Eighty feet of 6-inch wrought and cast-iron naphtha pipe, 1,900 feet of 3-inch wrought-iron naphtha pipe, 550 feet of 2-inch wrought-iron naphtha pipe, 350 feet of 1½ wrought-iron naphtha pipe, 50 feet		
	Carried Forward	$25,750	$1,240,370
7236			
	Brought Forward	$25,750	$1,240,370
	of 6-inch and 4-inch suction hose for naphtha pump, with 5 6-inch, one sheave blocks and tackle for raising and lowering	2,500	
			28,250
	Mason tools: One tool box, containing 6 shovels, 6 picks, 6 steel drills, 2 striking hammers, 2 sledges, 1 derrick for setting retorts, 1 truck for hauling retorts.....		200
	Driveway, leading from 41st street to 42d street between coal sheds and between coal shed 1, and retort house with wooden gates at each street; 390 square yards pavement, 170 feet of wooden and iron run, 2 wooden gates		1,100
			$1,269,920

10th and 11th Avenues, 65th and 66th Streets.

Six gas-holder tanks, each 94 feet diameter and 26 feet depth, to footing of stones, built of brick with concrete bottoms.....	228,000	
Four telescopic gas-holders, 92 feet and 6 inches diameter of lower lift, 91 feet diameter of upper lift, 26 feet height of each lift, two holders with cast-iron, and two with wrought-iron columns, all with 20-inch inlet pipe, each holder having a capacity of 325,000 feet, at $26,000.....	104,000	
Carried Forward		$332,000
7237		
Brought Forward		$332,000
Engine house, west to 10th avenue, 37 x 18 feet of frame, brick basement with concrete floor, slate roof	2,800	
Boiler vault under 10th avenue sidewalk 46 feet long and 18 feet wide by 11 feet high, roofed with brick arches turned between iron beams, arches are covered with concrete, tar paper and heavy flags. Railing on 10th avenue, enclosing area with vault lights and drop doors. Area on inner side of fence wall with iron steps leading from holder yard into vault.....	4,500	
Sewer connection from vault to 10th avenue sewer, 6-inch pipe.....	150	
Chimney wrought iron for boilers 2 feet diameter, 50 feet high, with base plate and stays	350	
Water meter and connections.....	140	
Boilers in vault, two cylindrical tubular boilers, each boiler has 4-feet diameter x 10 feet length and 50 3-inch tubes, boilers are built in brick work with cast-iron ornamental fronts	3,500	
One inspirator for feeding boilers with 1½-inch connections	75	
In engine room, one 12 horse power vertical beam engine, cylinder 6½-inch diameter x 18-inch stroke with flywheel and pulley.	900	
Carried Forward		$344,415

7238 *Brought Forward*		$344,415
On a foundation built of stone	200	
One Mackenzie patent exhauster of 100,000 feet capacity per hour for 16-inch connections	2,000	
On a foundation of masonry	175	
Forty feet of 10-inch belting and 1 friction pulley	200	
One 16-inch compensator	600	
One 16-inch self acting bypass valve	250	
Connections to exhauster, 34 feet of 16-inch pipe, 4 16-inch bends, 2 branches, 4 valves	750	
Connections to pumping main, 48 feet of 20-inch pipe, 2 20-inch branches, 1 20-inch valve	500	
Connections to holders, 2 30-inch bends, 3 benches, 2 valves, 312 feet of 30-inch pipe, 36 feet of 20-inch pipe and 6 20-inch valves	6,000	
One iron circular stair leading from engine room to boiler room	150	
Furniture of engine room, as desk, table, chairs, closet, etc., steam heater, gas fixtures and connections	125	
Tools, as hammer, chisels, caulking tools, set of pipe tongs, vise, stock and dies, stoking tools, iron and wooden shovels, ladders, wheel-barrow, chain block, ash tub, saws, block and fall, drip pump and set of oil cans	125	
Carried Forward		$355,490
7239 *Brought Forward*		$355,490
One King's pressure gauge and 1 King's vacuum gauge and connections for both	125	
1 arch pressure gauge and connections	25	
One self-registering gauge and connections	200	
Three hundred and fifty feet of 2-inch water pipe, 100 feet ¾-inch hydrant hose	150	
Two hundred and fifty-eight feet of 1½-inch steam pipe, and 80 feet of ¾-inch steam hose	100	
Three lamp posts and lanterns in yard with connections	150	
Seven wooden huts or boxes over valves in yard	50	
Eight hundred and twenty-four feet of brick fence wall; base 20 inches, upper part 16 inches with 12-inch panels and blue stone water table and coping	12,000	

Two hundred feet of brick parapet wall at westerly end of tanks	1,200	
One thousand one hundred and seventy-six feet of wooden fence around westerly part of block	1,800	
Wooden bridge between westerly tanks	150	
Frame building in yard, 50 feet x 25 feet, with wooden roof	1,800	
Carried Forward		$373,240
7240		
Brought Forward		$373,240
Containing parts of apparatus used for testing Gale & Rand's process for making naphtha gas	1,500	
Frame photometer room, 12 x 25, one story, wooden roof, on 66th street	300	
Office building, frame, one story, 12 x 25 feet	100	
Containing furniture as desk, chairs, stove, gas fixtures and piping	50	
Brick foundations of purifying house (up to level of main floor); size of building 200 x 68 feet, with foundation for 8 purifiers 27 feet x 25 feet	12,000	
Scales (14,000 pounds)	133	
Railroad car for hauling pipe	125	
		$387,448
Office proper: Lease to May 1, 1901, at 4,000 per annum, 6 1/3 years	25,333	
Two seaman's lanterns and burners	500	
Stock of glasses for same	45	
Desks for 19 men	950	
Two seaman's chandeliers	210	
Gas stoves	500	
One pressure register	175	
Four officers' desks	300	
Book-case and contents	300	
One book safe	400	
One burglar-proof safe	750	
One cashier's safe	250	
Carried Forward		$29,713
7241		
Brought Forward	$29,713	
Wardrobe	100	
Stationary closet	100	
Furniture and fixtures, etc	5,000	
Furniture in collector's room	250	
Heating furnaces, pipes, etc	300	
Furniture in Street Department room	400	

One safe in Street Department room	40	
One lamp-post ($283) and lantern ($200) in front of office	483	
Stationery	1,000	
Books of account	10,000	
		$47,386
Lamp repair room: 1 2-foot pressure holder.	50	
One burner meter	25	
Lamp, stop-cock and stems	150	
One vise	16	
		241
Meter repair shop: 1 5-foot testing holder..	125	
One 10-foot testing holder	175	
Ten gas furnaces at $4.90	49	
Diaphragms	400	
Block tin	50	
One rolling machine	40	
One folding machine	20	
One grind stone	10	
One smelting furnace	15	
Complete meter repairing tools for eleven men	500	
		1,384
Carried Forward		$49,011
7242		
Brought Forward		$49,011.00
Meter connections room, lead pipe, lead connections made up, 2 gas furnaces, at $4.90	$9.80	
Wrought-iron pipe and fittings, union meter cocks half inch to 2 inch, wrought and malleable fittings, 1 Ford and Curtis cutting and threading machine	82.00	
Complete meter connection tools for 2 men..	100.00	
		191.80
Laboratory, 2 pressure registers at $175....	350.00	
One Troemner balance	150.00	
Complete chemist's outfit in chemicals, glasses, instruments, etc	500.00	
		1,000.00
Photometer room, 1 bar photometer	$250.00	
One pressure holder	50.00	
One dry meter	25.00	
One specific gr. tester	22.50	
		347.50
Street department: on hand in office, wrought and malleable fittings on hand, shovel, stocks and dies, lanterns, yarn, 1 steam-boiler for freeing service of ice, lamp glass	$64.00	
		64.00

Meter department, 12 service cleans at $25.	$300.00	
One 5-foot testing holder	125.00	
One Fairbanks scales	19.00	
Complete tools for 23 gas-fitters and indexers	500.00	
		944.00
		$51,558.30

7243 RECAPITULATION.

Meters	$273,250.80
Services	232,781.00
Mains	970,632.60
Avenue A and 1st Avenue, 60 and 61	12,500.00
Avenue A and 1st Avenue, 62 and 63	164,525.00
Tenth and 11th avenues, 41 and 42	8,250.00
Eleventh Avenue and Hudson, 41 and 42	1,269,920.00
Tenth and 11th Avenue-, 65 and 66	387,448.00
Office	51,558.30
	$3,370,865.70
And under contract, about	150,000.00
Contract 42nd Street, East 63rd Street	28,000.00
	$3,548,865.70
R. E.	1,774,250.00
	$5,323,115.70

August 5, 1884.

Submitted by

METROPOLITAN GAS-LIGHT COMPANY.

7244 *D.*

VALUATION OF THE KNICKERBOCKER GAS-LIGHT COMPANY, 1884.

The diagram or plan of the Lots designated in the Schedule is appended to the original, of which this is a copy:

Real estate, located in the 12th Ward, New York City, on Blocks Nos. 214 and 125, as follows, viz.: Bounded by East 98th street, East 99th street, Second avenue and Harlem river, with bulkhead extending the entire front	$550,000	
Brick dwelling house, 20 feet x 30 feet, 2 stories and cellar	2,500	
Bulkhead	30,000	
		$582,500

Walls: the property is partially enclosed by 864 feet 3 inches of 12-inch brick wall, 10 feet high panelled with 4-inch pilasters coped with 3-inch bluestone, 14 inches wide, 2½-inch bluestone water table, 2 gates 10 feet wide, 1 gate 8 feet 2 inches wide, 1 gate 3 feet 10 inches wide, 1 gate 3 feet wide, 8 gate piers 32 inches x 34 inches and 12 feet high in addition to wall thickness	$11,810
One thousand two hundred and sixty-seven feet of board fence, 4 double gates and 2 single gates	2,534
The plant on the property consists of the following described buildings and their contents, to wit:	
Gasogene house, brick building 70 feet 4 inches by 64 feet 8 inches, 1 story, iron roof, slated, height 25 feet	
Carried Forward	$14,344
7245	
Brought Forward	$14,344
feet 8 inches to plate, 36 feet to peak, 16-inch walls, 4-iron pilasters	20,500
Foundations for	5,000
Six Gasogenes with air, steam and gas pipes complete, seal boxes, valves and take-off pipes, capacity, 3,000,000 cubic feet, 6 coal buckets for hoisting coal, 4 iron swinging cranes with windlass and chain for hoisting coal for gasogenes	41,525
Two iron coal wagons	300
One iron farmer's dumping barrow	125
Seven spare iron wagon wheels	50
Two Mackenzie's steam jet exhausters	100
Tools and implements	250
Retort house, brick building, 210 feet by 60 feet 8 inches, 1 story, iron roof slated, 23 feet to plate, 41 feet to peak in height, 16-inch walls, 4-inch pilasters	51,000
Containing foundations for plant	14,650
Eleven double benches of sixes, 12 inches x 20 inches x 18 feet fitted with mouth pieces, stand bridge and dip pipes, hydraulic main (wrought-iron) inlet main and inlet pipes with all valves and connections, complete, capacity 3,000,000 cubic feet	44,000
Naphtha main and connections	6,400
Five horizontal tubular boilers, set in brick work, 65-inch diameter, 16 feet long, 43 tubes 4-inch diameter, about 300 horse power	19,100
Five Hancock inspirators	350
One Guild & Harrison, No. 4 steam pump	375
Five steam gauges	175
Two coke wagons	450
Carried Forward	$218,694

7246 *Brought Forward*	$218,694
One platform scale (dock scales)	150
Tools and implements	250
Purifying-house, brick building 124 feet x 60 feet, 1 story and cellar, iron roof, slated, 22 feet 5 inches high to plate, 39 feet to peak, 16-inch walls, 4-inch pilasters.	28,600
Containing 8 purifiers, 20 feet x 21 feet x 3 feet (with foundations), arranged for 6 layers of lime in 2 sets of 4 each, inlet, and outlet connections 16 inches, boxes supported on masonry piers and arches, capacity 3,000,000 cubic feet 2 traveling carriages (iron) running on floor tracks, for lifting and transporting covers, 2 dry center seals, 16 inches	47,800
Two by-pass valves 16 inches, revolving top	2,000
Four farmer's iron dumping barrows	500
One turn-table for lime truck	100
Tools and implements	200
Lime-house adjoining purifying-house is 16 feet 8 inches x 74 feet 10 inches, 3 sides brick, 1 story, wooden roof, covered with [illegible], with cellar	5,300
Condenser and scrubber-house adjoining purifying-house, brick building 52 feet x 39 feet, 1 story, iron roof, slated, 20 feet high to plate, 32 feet 6 inches to peak, 16 inch wall, pilasters 4 inches	8,000
Containing 2 multitubular condensers 23 feet long, 4 feet wide, 15 feet high, each containing 250 tubes (with foundations), capacity 3,000,000 cubic feet	20,800
Two wrought iron cylindrical scrubbers and foundations to same, 10 feet diameter, 24 feet high, capacity 3,000,000 cubic feet	9,800
Carried Forward	$342,194
7247 *Brought Forward*	$342,194
Connections to scrubbers, and condensers' inlet and outlet 16 inches, mains 24 inches, all valves and connections with drips complete	5,300
Engine house (adjoining retort house).	
Brick building, 4.4 feet 8 inches x 60 feet 8 inches, 23 feet high to plate, 41 feet to peak, 1 story and cellar, yellow pine ceiling and wainscot, iron roof, slated, 16-inch walls, 4 inch pilasters	14,600
Containing foundations for machinery	2,000
Four beam engines 12 inches x 20 inches	10,000
Four Mackenzie pressure blowers 4 x 4	3,200
Two Mackenzie gas exhausters with compensators, engine governors complete, capacity 3,000,000 cubic feet	7,600
Connections to engines, exhausters and blowers	5,000
Four lines counter-shafts and pulleys	3,250
Tow King vacuum and pressure gauges	150

Four glass syphon gauges 8 inches	50
One steam gauge	50
Tools and implements, cups, etc.	500
Meter-house adjoining purifying-house, building 52 feet x 39 feet, 3 sides brick, 20 feet high to plate, 32 feet 6 inches to peak, 1 story and cellar, iron roof, slated, 16-inch walls, 4-inch pilasters	9,200
Containing 1 station meter and foundation therefor (American Meter Co.) in wro't iron case 13 feet x 13 feet, 24-inch connections and valves, 1 station meter and foundation therefor (American Meter Co.), in cast-iron cases 10 feet x 10 feet, 16-inch connections and valves, capacity of meters 3,000,000 cubic feet	16,200
Carried Forward	$419,294

7248

Brought Forward	$419,294
One Isbell's patent street main governor, 30 inches, with by-pass and valves complete with foundation	2,500
Two arch pressure gauges, 6 inches	50
One Mackenzie rotary gas exhauster, 12 inches with compensator and engine governor and foundation therefor, capacity 1,000,000 cubic feet	1,800
One Copeland and Bacon trunk engine, 6 inches x 8 inches complete, and foundation for same	550
One line countershaft hangers, pulleys and belting complete	200
Two Jet photometers (Goodwin's)	200
Two Babcock fire extinguishers	75
Tank, 1 wrought iron over-flow tank, 8 feet diameter 24 feet long, capacity 9,000 gallons	1,200
Naphtha storage tanks, 7 tanks wrought iron, 8 feet diameter 30 feet long, 2 tanks wrought iron 8 feet diameter, 60 feet long, including valves and connections to naphtha pumps, capacity 30,000 gallons	27,600
Naphtha pump and tank house adjoining retort house, building 18 feet 4 inches x 15 feet 8 inches, three sides brick, two stories 22 feet 8 inches high, 12-inches walls, 4-inch pilasters, roof wood covered with slate, ($2,000) containing 1 Worthington duplex steam pump, 10 inches x 10 inches, with foundation thereunder, ($1,150)—$3,150. Two Guild and Garrison steam pumps No. 1½, and foundations therefor, one naphtha supply tank, 10 feet diameter, 7 feet high with floats, valves, pipes and measuring scale, capacity 4,000 gallons	3,150
Carried Forward	$459,769

7249 *Brought Forward*	$459,769
Seven hundred and fifty feet wrought iron, suction pipe, 10 inches with valves and specials	4,000
Twenty feet rubber suction hose, 10-inch	325
Twenty feet rubber suction hose, 6-inch	120
Thirty-four feet rubber suction hose, 4-inch	153
Hydraulic accumulator house water tank, adjoining retort house, building 18 feet 4 inches x 15 feet 8 inches, 3 sides brick, three stories, 35 feet 5 inches high, 16-inch walls, 4-inch pilasters, wooden roof covered with slate	3,000
One Davidson steam pump for accumulator No. 8, 1 accumulator, 1 water tank 5 feet long, 4 feet 2 inches wide, 3 feet deep—450 gallons, 1 water tank for works supply, 9 feet 8 inches diameter, 10 feet deep, capacity, 5,400 gallons	4,300
Office and meter shop, building 30 feet x 42 feet, 2 stories and cellar, brick wooden truss roof hip covered with tin, 30 feet high two plate, 16-inch walls, 4-inch pilasters	11,000
One Bunsen photometer (Am. Meter Co.), 100 in bar	1,000
One electric watch clock with battery, 6 watchman's station boxes and connecting wires to all parts of works	500
Office furniture, consisting of desks and table in engineer's office, desks, letter-press, chairs, floor coverings, maps and drawings, etc.	1,700
Tools, implements, machines, machinery, forges, etc., etc. (Complete outfit), for meter, proving and repairing and jobbing shop	3,500
Carried Forward	$489,367
7250 *Brought Forward*	$489,367
Carburetter house inside of retort house, brick 29 feet 8 inches x 38 feet, 3 sides, average height of walls 30 feet, 16-inch walls, 4-inch pilasters	5,700
Three carburetters and foundations to same, cast-iron trays, wrought iron jacket, 16-inch inlet and outlet pipes and valves, inlet and outlet steam, water and naphtha pipes and valves, capacity 3,000,000 cubic feet	13,500
Coal shed, brick, 124 feet x 44 feet, wooden roof, tinned, 17 feet high complete, 20-inch walls, 18-inch piers, capacity 1,500 tons	18,500
One hydraulic lift in process of completion	4,500
One Richle Bros. platform scales, cart scales	250
One platform scales, 600 pounds	75
Dwelling house, brick building, 20 feet x 30 feet, 2 stories and cellar walls 22 feet 6 inches high, wooden roof, flat, covered with gravel, walls 12 inches thick, included in real estate valuation	

Stable, frame building, peak roof, shingle, 40 feet x 20 feet, containing 4 stalls	1,000
Three horses, 2 buggies, 1 wagon, 1 cart, harness and stable furniture and equipments	2,075
Gas holders, 1 water gas holder, 67 feet in diameter, 29 feet 3 inches deep, 6 wrought iron columns and girders, 20-inch inlet and outlet pipes, valves, drips, etc., capacity 108,000 cubic feet	51,500
One telescopic gas holder, 88 feet, 86 feet 6 inches in diameter, 23 feet deep, 8 wrought iron columns and	
Carried Forward	$586,467

7251

Brought Forward	$586,467
girders, 20-inch inlet and outlet pipes, valves and drips, capacity 300,000 cubic feet	70,000
Two "three lift" telescopic gas holders, in process of completion, 100 feet, 98 feet 6 inches, 97 feet in diameter, 28 feet deep; 16 wrought-iron columns and girders, 20-inch inlet and outlet pipes, valves, drips, etc., capacity 1,200,000 cubic feet	232,000
Total holder capacity 1,625,000 cubic feet, steam water and gas pipes, valves and connections throughout plant	9,000
Main connections about works	28,000
Water meters, 24-inch	800
Upright tubular boiler, 4 feet in diameter, 9 feet high, 121 tubes, 1¾-inch in diameter, cast iron base and ash-pit, 3 gauge cocks, 1 water gauge, 1 steam gauge and all steam and water valves complete, 4 Douglas pumps, No. 1, 8 Douglas pumps No. 2, 1 Douglas pump, No. 6, 1 brass pump, ¾-inch, Seneca Falls, grading and filling	2,662
When I contracted to build the two tanks and holders for the Union Gas-Light Company, the tide ebbed and flowed on the ground now occupied by them. All the property now known as the Knickerbocker Gas Works has been subsequently graded from about one foot below high-water mark to about five feet above, the cost thereof being, say $30,000	30,000
THOS. F. ROWLAND.	
Carried Forward	$958,929

7252

Brought Forward	$958,929
Driven well system, pump valves and connections	3,500
Sewers throughout entire plant	5,760
Flagging inside of works (included in valuation of buildings)	
Telephone lines, hose jumper, with 500 feet fire hose	500
Pipe in yard 60 tons on hand (for use in works)	2,400

Specials in yard, 65 tons on hand (for use in works)....	3,900
Sidewalks, curbing, iron gutter bridges, outside of works on all blocks.....	3,119
	$978,108

I hereby certify that I constructed the establishment formerly known as the "Union Gas Works," located at 98th and 99th streets, and the East River, which was subsequently purchased, and is now known as the Knickerbocker Gas Works. I also designed and constructed the improvements and betterments necessary to transform it from a "coal" to a water gas process. I am thoroughly acquainted with all the details in connection therewith; and have this day carefully revised and corrected the foregoing estimate of its value, deducting the value of bulkhead, a certain dwelling house and pavement erroneously inserted, and adding the value of the grading and such items as properly belong therein. I therefore hereby declare that the total sum of nine hundred and seventy-eight thousand one hundred and eight dollars ($978,108) is the just and true present value thereof to the best of my knowledge and belief.

THOS. F. ROWLAND.

September 8, 1884.

7253 *Street Department.*

Cars fitted with tools and implements complete, including rubber bags.....		$2,000.00
Street Mains.		
Size 30, 14,572 feet 10 inches, 2,760 miles agreed value per foot $10.25...	$149,371.55	
Size 24, 3,474 feet 3 inches, 658 miles, agreed value per foot $6.50.....	22,582.62	
Size 20, 3,352 feet 10 inches, .635 miles agreed value per foot $5.....	16,764.17	
Size 16, 23,527 feet 8 inches, 4.456 miles, agreed value per foot $3.75...	88,228.75	
Size 12, 40,988 feet 8 inches, 7.763 miles, agreed value per foot $2.50...	102,471.66	
Size 10, 2,808 feet 11 inches, .532 miles agreed value per foot $2.00.....	5,617.83	
Size 8, 50,666 feet 10 inches, 9.596 miles, agreed value per foot $1.75...	88,666.96	
Size 6, 221,232 feet 41.900 miles, agreed value per foot $1.20.....	265,478.40	
Size 4, 432 feet 11 inches, .082 miles, agreed value per foot 80 cents.....	346.33	
		$739,528.27
Carried Forward.....		$741,528.27

Total quantity in feet and inches 361,056.11.
Total quantity in miles 68.382.

7254 *Brought Forward*..... $741,528.27

Gate Valves on Line of Mains.

Two 30-inch flanged valves with main holes, at $478.50.....	$957.00	
One 24-inch flanged valve with main holes, at $399.....	399.00	
One 20-inch flanged valve with main holes, at $308.....	308.00	
One 20-inch hub valve, at $231.....	231.00	
One 16-inch hub valve, at $150.....	150.00	
Two 8-inch hub valves, at $50.....	100.00	
Two 6-inch hub valves, at $39.....	78.00	
		$2,223.00
		$743,751.27

Service Pipes.

Size.	Number of each size.	Agreed price each.		
4	4	$62.00	$248.00	
3	27	42.00	1,134.00	
2½	14	32.00	448.00	
2	314	20.00	6,280.00	
1½	1,185	15.00	17,775.00	
1¼	4,347	11.00	47,817.00	
1	738	10.00	7,380.00	
Total No. of	6,629			$81,082.00
	Carried Forward.....			$824,833.27
7255	*Brought Forward*.....			$824,833.27

Meters.

Size Lights.	Number of each size.	Agreed price paid.		
250	1	$240.00	$240.00	
200	1	168.00	168.00	
150	1	120.00	120.00	
100	13	78.00	1,014.00	
60	3	47.40	142.20	
30	17	23.40	397.80	
45	17	34.80	591.60	
20	100	17.40	1,740.00	
10	465	12.60	5,859.00	
5	1,441	9.90	14,265.90	
3	5,813	7.80	45,341.00	
				$69,879.90

Office furniture and fixtures at 2008 Third Avenue, desks, safe, railings, pressure gauge, clock, storm door, awnings, etc., etc.	800.00
Telephone line	650.00
Meters, Services, Mains, etc	$896,163.17
Plant	978,108.00
Real Estate	582,500.00
Total	$2,456,771.17

MUNICIPAL GAS LIGHT COMPANY.

VALUATION.

The diagram or plan of the Lots designated in this Schedule is appended to the original of which this is a copy.

September 8, 1884.

Real Estate. The following described property, located in the 22d Ward, on blocks bounded by West 44th and West 46th Streets, Eleventh Avenue and Hudson River, New York City, as follows, viz:

7256

On block 225 Nos. 1 to 28 inclusive, 39 and 41 to 64 inclusive, 52 lots each 25 feet by 100 feet 5 inches, 1 lot 16 feet 8 inches by 100 feet 5 inches		
On block 225*a*, 54¾ lots each 25 feet by 100 feet (8 lots above water, 32 lots under water, together with bulkhead water rights and full water grant to exterior city line.		
On block 226, Nos. 1 to 20 inclusive, and 45 to 64 inclusive, 54¾ lots each 25 by 100 feet		
On block 226*a*, 40 lots each 25 feet by 100 feet, 8 lots above water, 32 lots under water, together with bulkhead, water rights and full water grant to exterior city line.	$1,083,000	
Bulkhead, 517 feet long with two returns, dumping board, including rock filling	52,500	
On lot No. 29, block 225, there is a two story and basement frame dwelling house (on rear of the lot)	2,500	
On lot 39, Block 225, there is a three story brick dwelling-house (situate on the front of the lot.)	3,500	
		$1,141,500

On block 22[illegible] The 44th and 45th streets property is surrounded in part by 861½ feet of 8-inch brick wall 8 feet high, 2 inches blue stone coping 12 inches wide 4-inch outside pilasters on 818 feet of rough-faced jointed stone wall 4 feet high, 3 feet 8 inches thick, coped with blue stone 2½ inches by 2 feet 4 inches wide; 7 double gates each 12 feet wide; 1 single	

7257

gate, 2½ feet wide; 16 gate piers, brick, 20 inches x 28 inches in addition to 8-inch wall; 12 inside piers, brick, 8 inches x 16 inches in addition to 8-inch wall....	$10,075
Five hundred and twenty-six feet of board fence and 2 double gates.....	1,052
On block 226: The 45th and 46th streets property is partly enclosed by 603½ feet of 8-inch brick wall 10 feet high, 2-inch blue stone coping 12 inches wide; foundation of a portion of said wall is 245 feet of rough-faced jointed stone wall 5 feet high, 2 feet thick; 2 double gates, each 12 feet wide; 1 single gate 2½ feet wide; 6 gate piers 20 inches x 28 inches in addition to 8-inch wall; 4 inside piers 8 inches x 16 inches in addition to 8 inch wall	6,530
Six hundred and forty-five feet of board fence and 2 double gates.....	1,290
Dry stone retaining wall and filling around tanks	3,159
Bulkhead: 517 feet long with two returns, dumping board; earth and rock filling. (Included in real estate valuation.).....	
Belgian pavement in yard.....	6,650
Plant on Blocks 225 and 225*a*, as follows, viz:	
Gasogene house, brick building, 140 feet x 66 feet, one story, 49½ feet high with iron roof slated.....	38,451
Containing 12 gasogenes with air, steam and gas pipes, superheaters, seal boxes, "take-off" valves, pipes and mains, complete, in working order, capacity 6,500,000 cubic feet	78,973
Carried Forward.....	$146,180

7258 *Brought Forward*		$146,180
Twelve iron railroad cars for carrying coal to gasogenes, carrying capacity 2,000 pounds each	2,400	
Twelve iron buckets for hoisting coal for gasogenes	240	
Two Guild & Garrison's No. 4 steam pumps.	750	
Six iron cranes, with windlass and chains for hoisting coal for gasogenes, 6 horizontal tubular boilers, 68 inches in diameter, 16 feet long, 63 tubes, 4 inches set in brick work, about 360 horse power, all steam and water pipes and valves complete	22,300	
Six steam gauges	195	
Six Hancock inspirators	420	
Two Guild & Garrison's No. 4 steam pumps.	750	
Two hydraulic lifts for elevating coal to gasogenes, pipes and working valves and connections complete, elevated railroad surrounding gasogenes, with two turntables, track 2 inches x 1 inch, weight 20 27-100 pounds per yard, all supported by 10½-inch I beams, 16 cast-iron columns and 4 wrought iron columns	18,400	
Two farmers dumping barrows for ashes	250	
Two coal wagons (iron) for conveying boiler fuel	300	
Two coke wagons (iron) for conveying boiler fuel	250	
Twelve glass syphon gauges, 30-inch	255	
One iron wheelbarrow	25	
One platform cart scales	450	
Complete outfit of tools and implements	500	
Carried Forward		$192,915
7259 *Brought Forward*		$192,915
Retort house, brick building 207 feet x 66 feet one story 49 2-12 feet high, with iron roof slated	52,221	
Containing eighteen double benches of 6's (36 furnaces) "through retorts" 12 x 20 x 18 inches, all complete in working order, with mouth-pieces, stand, bridge and dip pipes, 6-inch hydraulic and inlet main, with main and retort valves, capacity 5,000,000 cubic feet	79,200	
Connections, valves and fittings, etc	7,600	

Four carburetters (foundations included) and connections, inlet and outlet main, valves, steam and naphtha pipes, and valves and water jacket, complete, capacity 5,000,000 cubic feet	17,855	
Two glass syphon gauges, 10 inch	10	
Four glass syphon gauges, 8-inch	18	
Two upright tubular boilers, 6 feet in diameter, 12 feet high, 195 tubes, 2 inches, about 40 horse power	3,500	
Two Hancock inspirators	125	
One Worthington duplex feed pump 4 inches x 4 inches	150	
Three iron wheelbarrows	75	
Two farmer's dumping barrows	250	
One jet photometer (Goodwin's)	100	
One water meter, 4-inch	400	
Four hose reels and rubber hose	110	
Necessary tools and implements	500	
Carried Forward		$355,029
7260		
Brought Forward		$355,029
Purifying house, brick building 156 x 66 feet, one story (12-6/12 feet high), with lime room and cellar, roof wooden framing and iron truss slated, containing	33,400	
Eight purifiers, 24 x 24 feet x 3 feet, in two sets arranged for six layers of lime; supported by 8-inch wrought iron I beams and 96 cast iron columns inlet and outlet connections to boxes 20 inches, capacity 4,500,000 cubic feet; 2 iron carriages running on floor track for lifting and transporting covers; one complete set "church screens" for four boxes; One complete set Haverhill and Duffy screens for four boxes	54.571	
Two dry center seals 20-inch main inlet and outlet connections 24-inch	5,026	
Two farmers' iron dumping barrows	250	
Tools and implements necessary	300	
Office and meter-house, brick building 44 feet, 10-inch x 44 feet, two stories and cellar (48-6/12 feet high) wooden roof slated, containing	15,262	
Two station meters (with foundations thereunder) in wrought iron cases, 13 feet diameter, 13 feet high, 24-inch inlet and outlet pipes, valves and by-pass complete, capacity 4,000,000 cubic feet	16,038	

One Smith & Sayre steam jet exhauster 24-inch for water gas with governor complete, capacity 3,500,000 cubic feet	1,000	
One arch gauge 6-inch	20	
One pressure register for street mains	175	
Carried Forward		$481,071
7261		
Brought Forward		$481,071
One pressure and vacuum register for exhausters	210	
One Bunsen Letheby improved photometer, 100-inch bar	1,300	
One electric watch-clock with 12 station boxes, and connecting and ground wires to all parts of the works	650	
Office furniture and fixtures, consisting of safe, 6 desks, 3 tables, map closets, letter press, lounge, chairs, illuminating power meter, window shades, maps, drawings, plans, linoleum, matting, etc., same being contained in the offices of the engineer and assistant-engineer and general office	2,650	
Spare machinery, tools and implements, etc., 1 horizontal engine 6 x 12 inches; 8 gate valves, weighmaster's scales, shovels, etc.	2,108	
Engine and condenser house, brick building, 90 feet by 50 feet, by 50 feet high, the engine-house two stories and cellar, wooden roof, the condenser house one story and cellar, wooden roof frame, iron truss, both roofs covered with slate	19,593	
The engine-house, containing 4 beam engines 12 x 18 inches, with foundations for same, about 80 horse power	9,000	
Four lines countershaft and pulleys	4,000	
Two MacKenzie exhausters with foundations, with engine governors and compensators, complete, capacity 8,000,000 cubic feet	9,394	
Carried Forward		$529,976
7262		
Brought Forward		$529,976
Two steam jet exhausters (Smith & Sayre) 12 inches, complete with governors, capacity 3,000,000 cubic feet	2,000	
Two MacKenzie pressure blowers with foundations, capacity 12,500 cubic feet of air per minute with 100 revolutions, 5,500,000 gas capacity	5,298	

One Cameron steam pump No. 10, for working hydraulic coal elevator and water tank for same (Valued in railway for gasogenes.)		
Three King Vacuum and pressure gauges..	150	
One steam gauge.....	35	
One pressure gauge for hydraulic accumulator	35	
One Siemens burner and lantern.....	275	
One water meter 4-inch.....	400	
Tar pipes in entire building.....	734	
Shafting and belting, governors and connections	9,510	
Tools and implements necessary to equip engine room fully.....	450	
The condenser-house, containing 2 wrought iron multitubular condensers (and foundations thereto) 30 feet long, 7 feet wide, 16½ feet high, 636 tubes, 4-inch, 13 feet long, 24-inch valves and connections, capacity 5,000,000 cubic feet.		
Condensers $26,600, valves and connections $4,606	31,206	
Two wrought iron cylindrical scrubbers, 10 feet diameter 21 feet high (with foundations thereunder), 24-inch valves and connections, capacity 5,000,000 cubic feet	10,000	
Carried Forward.....		$590,069
7263		
Brought Forward.....		$590,069
One Pelouze and Audouin condenser, capacity 4,000,000 cubic feet.....	6,700	
One accumulator for hydraulic coal elevator, included in value of El. R. R., in gasogene house		
One glass syphon gauge, 18 inches.....	9	
One glass syphon gauge, 24 inches.....	18	
One differential gauge, 12 inches.....	18	
Eleven glass syphon gauges, 8 inches each..	40	
One glass syphon gauge, 6 inches.....	4	
One glass syphon gauge, 12 inches, and all necessary tools and implements.....	6	
In loft over engine-house, sundry valves, pulleys, electrical apparatus, etc., etc....	8,617	
Naphtha tank and pump house, brick building, 18 feet x 18 feet, 2 stories, 27 feet high, wooden roof, slated.....	2,000	
Containing 1 naphtha supply tank, 12 feet diameter, 7 feet deep, with floats, pulleys and scales, capacity 6,000 gallons.....	1,000	

Two Worthington duplex steam pumps (with foundation for same), 10 inches x 10¼ inches, capacity	2,000	
Two hundred and fifteen feet 10 inch wrought-iron suction pipe with gates	1,850	
Twenty feet 10-inch rubber suction hose with couplings	325	
Twenty feet 6-inch rubber suction hose with couplings	120	
Twenty feet 4-inch rubber suction hose with couplings	103	
Carried Forward		$612,879
7264		
Brought Forward		$612,879
Two Cameron steam pumps, No. 8, for filling supply tank	925	
Naphtha storage tanks and vault surrounding same underground, brick wall 12 inches thick, 86 feet x 10 feet 6 inches x 7 feet high, with wooden roof	1,500	
Eighteen wrought-iron tanks, 8 feet diameter, 30 feet long each, with dome capacity 210,000 gallons, 6-inch discharge pipe, 18 6-inch Ludlow valves	42,209	
Three hundred and eighty-three feet picket fence	575	
One wrought iron tank underground	2,950	
Water tower, brick building, 20 feet diameter, 35 feet high, two stories	2,950	
Containing wrought-iron water tank, 20 feet diameter, 20 feet high, capacity 50,000 gallons	3,900	
Two Worthington duplex steam pumps, 7 inches x 10 inches (with the foundations thereto) fitted with valves and connections for supplying tank or for use as fire pumps	1,400	
One mercury syphon gauge, 20 inches (manometer), connected to tank	25	
Two jumpers, with hose reels and 1,000 feet fire hose	1,000	
Chemist's laboratory fully equipped, density apparatus, test and analytical apparatus, tubes, chemical apparatus, etc., etc.	850	
Furniture in chemist's laboratory, drawers, closets, shelves, tables, etc., etc	750	
Boiler house in tank yard, brick building, 19 feet high, wooden roof slated	880	
Carried Forward		$672,793

7265 *Brought Forward*		$672,793
Containing 1 upright tubular boiler (with foundation) 4 feet 8 inches in diameter, 12 feet high, 157 tubes, 2-inch complete with all connections	1,550	
One Worthington duplex steam feed pump, 4 inches x 4 inches, with foundations for same	150	
Governor house in tank yard, brick building, 27 feet in diameter, octagon shape, 16½ feet high, lathed and plastered, wooden roof slated	2,900	
Containing 1 Isbell's patent street main governor (with foundation thereunder) with inlet and outlet valves, by-passes, and complete connection to all holders	20,750	
One arch gauge, 9-inch	28	
Two arch gauges, 6-inch	45	
One Worthington steam pump 4 inches x 4 inches	150	
Coal shed and elevator, coal shed, wooden building 120 feet x 80 feet high, with elevated tracks, capacity 4,000 tons, iron turntable and four-floor tracks through shed, 1 Riehle Bros. platform scales for weighing coal, 1 Hunt's patent elevator for discharging coal from boats with two elevated tracks into shed, Riehle Bros. platform scale on elevator, with railway rails, switches, etc., etc., 1 Copeland & Bacon double cylinder hoisting engine, complete, 2 iron coal tubs, 1 ton each, 2 iron coal tubs, ½ ton each, 2 Hunt's patent coal cars, water gas and steam pipes	14,500	
Carried Forward		$712,866
7266 *Brought Forward*		$712,866
Gas holders, 1 holder for water gas, single lift, 72 feet 6 inches in diameter, 30 feet high, 8 wrought iron columns and girders, with tank, inlet and outlet pipes and valves, etc., capacity 125,000 cubic feet	61,000	
Four gas holders, telescopic, each 90 feet 6 inches in diameter, 60 feet high, 8 wrought-iron columns and girders, with tanks, inlet and outlet pip-s and valves, etc., capacity 375,000 cubic feet each	320,000	
(Inlet and outlet pipes, valves, drips, and connections to those four holders are valued in the valuation of governor house.)		

Plants on Blocks 226 and 226*a* as follows, viz:

Gas Holders, 1 holder for water gas, single lift, 72 feet 6 inches diameter, 30 feet high, 8 wrought-iron columns and girders, inlet and outlet pipes, valves, tank, etc., etc., capacity 125,000 cubic feet.....	61,000	
One gas holder telescopic, 180 feet diameter, 80 feet high, 18 wrought-iron columns and girders, tank, inlet and outlet pipes, valves, etc., etc., capacity 2,000,000 cubic feet	435,500	
One experimental gas holder, single lift in wrought-iron tank, 20 feet diameter, 10 feet high, cast-iron columns and wrought-iron girders, capacity 300,000 cubic feet..	3,000	
Gasogene and retort house, brick building, 105 feet by 65 feet, one story 41 1/3 feet high, iron roof slated, containing 2 gaso-		
Carried Forward.....		$1,593,366

7267

Brought Forward.....		$1,593,366
genes with foundations complete, capacity 1,000,000 cubic feet.....	11,300	
Four double benches of four's retorts 12 inches x 20 inches x 18 inches with foundations, stand bridge and dip pipes, 6-inch hydraulic main, inlet main, retort connections, etc., capacity 500,000 cubic feet, 1 upright tubular boiler and foundation, boiler 6 feet diameter, 12 feet high, 195 tubes, 2-inch diameter, 1 Worthington duplex steam pump 4 inches x 4 inches experimental apparatus carburetter furnaces upright pipe-condenser, 20-inch engine exhauster governor, 4 purifiers 5 feet x 5 feet x 3 feet with dry centre seal station, meter 48 inches and rootblower.....	41,450	
Carbu-tting house, brick building, 26 feet by 26 feet, 1 story, 16¼ feet high, wooden roof, slated	3,000	
One carburetter and foundation, carburetter with wrought iron jacket, 8-inch inlet and outlet valves and connection, capacity 400,000 cubic feet.....	1,000	
Naphtha tank and pump house, brick building 10 feet by 10 feet, two stories, 24 feet high, wooden roof, slated.....	750	

One naphtha supply tank with scales, floats, etc., complete, 5 feet diameter, 8 feet high, capacity 1,200 gallons	800	
One naphtha tank, 18 inches diameter, 6 feet deep, capacity 80 gallons		
Carried Forward		$1,651,666
7268		
Brought Forward		$1,651,666
One Worthington duplex steam pump, 4 inches x 1 inch and foundation		
Pipe shop and meter repair shop, brick building, 38 feet by 28 feet, 1 story, 23 feet high, wooden roof, slated	4,000	
One meter prover, 20 feet	375	
One meter prover, 10 feet	150	
One small holder for gas	50	
One pressure gauge, 9 inches		
Tools and implements, spare machinery stocks and fixtures	5,723	
Two Copeland & Bacon engines, 8 inches x 8 inches, double cylinder, 2 lines counter shaft, pulleys, 1 Knowles pump pulleys, etc., etc.	3,925	
Valve and boiler house: Brick building 30 feet 8 inches by 24 feet 8 inches, two stories, 31 7/12 feet high, with cellar, wooden roof gravelled; boiler house 16 feet x 16 feet, brick building, one story, — feet high, wooden roof gravelled	5,000	
One MacKenzie exhauster (and foundation therefor), 12-inch connections, valves and by-pass, engine, governor and compensator	1,800	
One Copeland and Bacon single engine, 8 inches x 12 inches, with foundation therefor	550	
Two upright tubular boilers (and foundations for same), 3 feet diameter, 9 feet high, 45 tubes 1¾ inch diameter	1,750	
One Worthington duplex steam pump, 4 inches x 4 inches	150	
Two Hancock inspirators	110	
One water meter	65	
Carried Forward		$1,675,314
7269		
Brought Forward		$1,675,314
Valves and connections between holders	3,650	
Stable: Brick building, 62 feet x 47 feet, one story 35 feet high, wooden roof, slated, concrete floor, 13 stalls	9,500	

Eight horses, 4 wagons, 1 spring truck, 2 carriages, 3 carts, 1 drip cart and cask, harness, blankets and stable utensils and equipments complete	5,530	
Blacksmith's and carpenter's shops, carriage house and store rooms: One story, 12 feet high, frame, part shingle and part gravel roof, building 121 feet 6 inches x 18 feet, containing all necessary blacksmith's and carpenter's tools, stock, etc	3,500	
Naphtha storage tanks, underground: Two wrought iron tanks each 8 feet in diameter, 30 feet long with domes; one wrought iron tank, 7 feet 6 inches wide, 30 feet long, 7 feet deep, with discharge pipes, etc., etc., capacity 30,000 gallons	6,900	
Total holder capacity of entire plant, 3,753,000 cubic feet		
Total capacity of naphtha storage tanks, 240,000 gallons		
Steam, water and gas pipes, valves, cocks and connections throughout the entire plant	15,000	
Main connections about works, outside of buildings and tanks	45,000	
Sewers, throughout entire plant	5,000	
Flagging, inside of buildings. (This item is included in value of buildings.)		
Cisterns	250	
Carried Forward		$1,769,644
7270 *Brought Forward*		$1,769,644
Scows, one scow for transporting ashes and foul lime, No. 1, 80 feet long, 26 feet wide, 7 feet 7 inches deep, with windlass, derrick, ropes and fittings; one scow, No. 2, 71 feet long, 25 feet wide, 7 feet deep	5,800	
Sidewalks, flagging, curbing, bridging, gutter iron, etc., outside of works, in all blocks	4,358	
Pipe in yard, 60 tons of pipe on hand	2,400	
Specials, 65 tons of specials on hand	3,900	
Grading, when this property was used for "saw mill" purposes and at the time it was taken for its present use, the tide ebbed and flowed up to a point now occupied by the eastern wall of the gasogene house. The excavation from the tanks, etc., served in a measure to fill up to the present western line of the property but not entirely so, for a large sum has been expended upon the property to bring it to its		

present condition so far as relates to grade, and a proper amount to represent the material and labor will be, say 10,000
Miscellaneous surveyer's instruments, lamps and lanterns in yard, tiles, fire brick, gasogenes blocks 1,425

$1,797,527.00

This is to certify that I designed and constructed the buildings, plant, etc., known as the Municipal Gas Works. I am very familiar with every portion of the said establishment and know the cost of its production.

7271 I have this day carefully revised and corrected the foregoing estimate of its value, deducting therefrom the value set opposite the "Bulkhead" and adding the value of some items which I know to obtain, but which have been omitted. I therefore declare that the gross sum of one million seven hundred and ninety-seven thousand five hundred and twenty-seven dollars ($1,797,527) is the just and true value thereof at the present time, to the best of my knowledge and belief.

(Signed) THOMAS F. ROWLAND.

Sept. 8th, 1884.

Street department, carts fitted with tools and implements complete $3,003.00

Street Mains.

Size of main, inches.	Quantity in miles.	Quantity, feet.	Inch.	Agreed value per foot.		
30	1.527	8,062	.7	$10.25	$82,641.48	
16	4.651	24,557	.3	3.75	92,089.68	
12	8.807	46,500	.11	2.50	116,252.29	
10	2.125	11,272	.10	2.00	22,545.66	
8	19,774	104,405	.5	1.75	182,709.48	
6	35.916	189,634	.8	1.20	227,561.60	
4	3.647	19,259		.80	15,407.20	
3	.388	2,051		.70	1,435.70	
2	.537	2,844		.55	1,564.20	
1½	.241	1,275		.50	637.50	
Total.	77.622	409,862	8			742,844.79

Valves on line of Mains.

Four 16-inch valves at $150 each.....	$600.00	
Ten 12-inch valves at $119 each.....	1,190.00	
Three 10-inch valves at $92 each.....	276.00	
Eleven 8-inch valves at $50 each.....	550.00	
Seven 6-inch valves at $39 each.....	273.00	
		2,889.00
Carried forward.....		$748,736.79
7272		
Brought forward.....		$748,736.79

Service Pipes.

Size.	No. of each size.		Agreed price, each.	
6	4	at	$140.....	$560
4	36	at	62.....	2,232
3	256	at	42.....	10,756
2½	80	at	32.....	2,560
2	596	at	20.....	11,920
1½	846	at	15.....	12,690
1¼	5,569	at	11.....	61,259
1	49	at	10.....	490
¾	34	at	10.....	340
Total.	7,470			102,803.00

Meters.

Size.	No. of each size.		Agreed price, each.	
500 light,	2	at	$540.00	$1,080.00
300 light,	36	at	300.00	10,800.00
250 light,	12	at	240.00	2,880.00
200 light,	54	at	168.00	9,072.00
150 light,	53	at	120.00	6,360.00
100 light,	135	at	78.00	10,530.00
60 light,	117	at	47.40	5,545.80
45 light,	129	at	34.80	4,489.20
30 light,	211	at	23.40	4,937.40
20 light,	748	at	17.40	13,015.20
10 light,	1,771	at	12.60	22,314.60
5 light,	3,415	at	9.90	33,808.50
3 light,	4,227	at	7.80	32,970.60
	10,910			157,803.30

Office furniture and fixtures, 360 Fourth Avenue: Consisting of partitions, closets, racks, safes, desks, chairs, counters, maps, tables, lounge, clocks, carpet and mats, pressure gauges, gas fixtures, shades, awnings, storm doors, etc., etc..... 17,780.00

Carried Forward.....$1,027,123.09

7273 *Brought Forward*	$1,027,123.09
Telephone lines .6	650.00
Burner department: Partitions, desks, benches, lathes, tools and implements	1,780.00
Service department and fitting shop: Carts completely equipped with tools and implements for service work and tools, implements and fixtures of jobbing and meter setting shop	1,600.00
Pipe and fittings on hand at fitting shop	3,500.00
Mains, services, meters, etc	1,034,653.09
Plant	1,797,527.00
Real Estate	1,141,500.00
	$3,973,680.09
Add for street main pipe and specials in yard, say	13,970.00
	$3,987,650.09

HARLEM GAS-LIGHT COMPANY.

	Real Estate.		
Block 140, 8 lots, Avenue A	$36,000		
Eight lots, First Avenue	48,000		
Seventeen lots, 110 Street	68,000		
Seventeen lots, 111th Street	85,000		
		$237,000	
Block 141, 6 lots, First Ave	$36,000		
Eight lots, 111th Street	40,000		
Two lots, 112 Street	10,000		
		86,000	
Block 226, 8 lots, 1st Ave	$48,000		
Twelve lots, 110 Street	66,000		
Lots, gore	3,500		
Fifteen lots,111th Street	82,500		
		$200,000	
Block 227, 3 lots, First Ave	$18,000		
Five lots, 111th Street	27,500		
Gore, 112th Street	7,500		
		$53,000	
Block 68, 1 plot on Kingsbridge road, near Inwood		28,000	
			604,000.00
Carried Forward			$604,000
7274 *Brought Forward*			$604,000
Bulkhead, avenue A and East River			100,000
Office building and lot on Third avenue and 114th Street			50,000
Office furniture			5,000
Laboratory			2,000

Retort house, with all necessary gas mains, valves, tar pipes, etc	$65,000	
Retort house, addition	8,600	
Thirty-two benches of 6s, $2,350	75,200	
Ten benches of 5s, $2,000	20,000	
Two benches of 6s, $2,600	5,200	
Twelve coke buggies, $85	1,020	
Eight hub coke chargers, $35	280	
One Fairbank scale	150	
One weighing house	100	
Tools	950	
One tar well, 750 barrels	500	
		177,000
Purifying house	$44,000	
Four purifying boxes	20,000	
Two centre seals	1,000	
Two scrubbers	10,000	
One condenser	6,000	
One condenser	8,500	
One ammonia well	500	
One Cameron pump	250	
		90,250
Engine and boiler house	$6,000	
Two engines	1,200	
Two exhausters	3,600	
Three boilers	3,500	
		14,300
Two oil stills	$1,300	
One Cameron pump	500	
One well	50	
		1,850
Carried Forward		$1,044,400

7275

Brought Forward		$1,044,400
Five coal sheds		5,000
One gasolene tank		12,000
One ammonia tank		500
Elevated railway	10,000	
One Fairbanks scale	250	
Two hoisting engines	1,200	
Six cars	1,200	
Six tubs	400	
		13,050
Carpenter shop	$500	
Shed	1,000	
		1,500
Machine shop	$8,500	
Four forges	500	

One Engine	600	
One lathe, 1 drilling machine, 1 pipe cutting machine, etc	3,000	
		12,600
One air pump	$600	
Three rotary pumps	1,800	
		2,400
Office and furniture	$8,500	
Two photometers	1,200	
		9,700
New engine boiler, exhauster and condenser house with all apparatus, new purifying house and boxes, seats and connections, new lime house, new gas holder		220,000
Three gas holders		180,000
Meter house	$7,000	
One station meter	6,500	
One station meter	3,500	
		17,000
Carried Forward		$1,518,150

7276

Brought Forward		$1,518,150
Two Governor houses		15,000
One boiler house	$1,500	
One boiler	1,500	
		3,000
Dwelling		3,000
Stable and sheds	$12,000	
Thirteen horses	2,600	
Six coke carts	600	
Three meter wagons	375	
Two service wagons	300	
One pipe truck	100	
Four carriages	700	
One four-wheel tool cart	100	
Five sets cart harness	250	
Five sets wagon harness	250	
Five sets buggy harness	250	
		17,525
Three water meters		400
One gas holder		20,000
Four hundred and fifty feet brick wall		4,500
Two thousand six hundred feet of fence		2,600
Seven hundred feet of sewer		2,500
One platform scale		500
8,232 feet 2-inch street main at $.53	$4,362.96	
104,426 feet 3-inch street main at .70	115,098.20	
345,173 feet 4-inch street main at .80	276,138.40	
160,568 feet 6-inch street main at 1.20	192,681.60	

8,360 feet 10-inch street main at 2.00..		16,720.00	
32,509 feet 12-inch street main at 2.50..		81,272.50	
1,824 feet 16-inch street main at 3.75..		6,840.00	
5,380 feet 20-inch street main at 5.00..		26,900.00	
			720,013.66
726,472			
Carried Forward.....			$2,307,188.66
7277			
Brought Forward.....			$2,307,188.66
10,890	3-light meters at $7.80.....	$84,942.00	
1,970	5-light meters at 9.90.....	19,503.00	
250	10-light meters at 12.60.....	3,150.00	
68	20-light meters at 17.40.....	1,183.20	
19	30-light meters at 23.40.....	444.60	
20	45-light meters at 30.58.....	611.60	
10	60-light meters at 47.40.....	474.00	
3	80-light meters at 64.80.....	194.40	
11	100-light meters at 78.00.....	858.00	
1	150-light meters at 120.00.....	120.00	
2	200-light meters at 168.00.....	336.00	
1	250-light meters at 240.00.....	240.00	
2	300-light meters at 300.00.....	600.00	
			112,656.80
9,570	1-inch services at $10.00.....	$95,700	
1,228	1¼-inch services at $11.00.....	13,508	
621	1½-inch services at $15.00.....	930	
34	2-inch services at $20.00.....	680	
4	2½-inch services at $32.00.....	128	
3	3-inch services at $42.00.....	126	
			111,072.00
			$2,530,917.46

RECAPITULATION.

Mains and valves.....	$720,013.66	
Meters	112,656.80	
Services	111,072.00	
Works	826,175.00	
		1,769,917.46
Real estate	$604,000.00	
Bulkhead	100,000.00	
Office building	50,000.00	
Office furniture	5,000.00	
Laboratory, etc.....	2,000.00	
		761,000.00
		$2,530,917.46

7278 COMPLAINANT'S EXHIBIT 71.

CONSOLIDATED GAS CO. OF N. Y. STATUS OF REAL ESTATE, PLANT, AND PROPERTY, AS SHOWN UNDER THE FOLLOWING HEADINGS ON THE BOOKS OF THE COMPANY.

	As per schedule. June —, 1884.	Additions to Nov. 11, 1884.	Total. Nov. 11, 1884.
Real Estate	$10,332,000.00	.....	$10,332,000.00
Plant	12,175,000.00	7,491.41	12,182,491.41
Mains	5,217,000.00	16,962.10	5,233,962.10
Services	1,005,000.00	29,241.41	1,034,241.41
Meters	1,195,000.00	36,753.98	1,231,753.98
Meter Cocks and Connections	.....	11,926.53	11,926.53
Pipe and Specials	.....	88,398.43	88,398.43
Office Furniture and Fixtures	70,000.00	.....	70,000.00
Horses, Wagons, and Harness	.....	1,115.00	1,115.00
Tools and Implements	.....	3,273.70	3,273.70
Gas Stoves	.....	1,256.45	1,256.45
Scows			
	$29,994,000.00	$196,419.01	$30,190,419.01
Franchises and Rights	7,781,000.00	.....	7,781,000.00
	$37,775,000.00	$196,419.01	$37,971,419.01

7279 COMPLAINANT'S EXHIBIT 72.

Extract from the Special Meeting of the Stockholders of the Consolidated Gas Company, of New York, held March 9, 1900.

"Resolved, That the Capital Stock of the Consolidated Gas Company of New York, be increased from the present amount thereof, to wit, Thirty-nine million and seventy-eight thousand ($39,078,000) dollars, consisting of three hundred and ninety thousand seven hundred and eighty (390,780) shares of the par value of One hundred ($100) dollars each, to Fifty-four million five hundred and ninety-five thousand two hundred ($54,595,200) dollars, to consist of five hundred and forty-five thousand nine hundred and fifty-two (545,952) shares of the par value of One hundred ($100) dollars each, and that the trustees of this company be and they hereby are requested to issue such increase of capital stock, namely, one hundred and fifty-five thousand one hundred and seventy-two (155,172) shares, and use the same to redeem, in accordance with the terms thereof, the outstanding 4 per cent. debentures of this company issued for the stock of the New York Gas and Electric Light, Heat and Power Company, and aggregating Thirty-six million ($36,000,000) dollars.

COMPLAINANT'S EXHIBIT 73.

CONSOLIDATED GAS COMPANY OF NEW YORK.

CERTIFICATE OF INCREASE OF CAPITAL STOCK.

We, the undersigned, William Nelson Cromwell, Chairman, and O. F. Zollikoffer, Secretary, respectively, of a special meeting
7280 of the stockholders of the Consolidated Gas Company of New York, a domestic stock corporation, held for the purpose of increasing its capital stock, do hereby certify:

I. That prior to such meeting, a notice, stating the time, place and object thereof, and the amount of the increase proposed signed by a majority of the directors, was published once a week for at least three successive weeks in the New York *Sun* and the New York *Evening Post*, two newspapers in the County of New York, where the principal business office of such corporation is located.

II. That the following is a true copy of such notice:

CONSOLIDATED GAS COMPANY OF NEW YORK,

No. 4 Irving Place.

NOTICE TO STOCKHOLDERS.

NEW YORK, *June* 21, 1900.

Notice is hereby given that a Special Meeting of the Stockholders of the Consolidated Gas Company of New York will be held on the sixteenth day of July, 1900, at eleven o'clock in the forenoon, at the office of said company, No. 4 Irving Place, in the City of New York, for the purpose of voting upon a proposition to increase its capital stock from the present thereof, to wit: Fifty-four million five hundred and ninety-five thousand two hundred dollars, consisting of five hundred and forty-five thousand nine hundred and fifty-two shares of the par value of One hundred dollars each, to an amount not exceeding Eighty million dollars, or eight hundred thousand
7281 shares of the said par value; such increase of the proceeds thereof, to be used for any of the following purposes, to wit: acquiring the stocks, bonds or other obligations of other Gas or Electric Light Companies, providing for the redemption or payment of the company's debentures, debenture scrip or other indebtedness, or for additional improvements, or for such other purposes as the stockholders may determine to be expedient; and also for the purpose of transacting such other business as may come before the meeting.

JOHN P. HUGGINS,
ANTHONY N. BRADY,
S. S. PALMER,
THOMAS F. RYAN,
H. E. GAWTRY,
SAMUEL SLOAN,
JAMES STILLMAN,
GEO. F. BAKER,
WILLIAM ROCKEFELLER,
M. TAYLOR PYNE,
W. C. WHITNEY,
Majority of the Board of Trustees.

The transfer books of the Consolidated Gas Company of New York will be closed on July third, 190 , at three P. M., and reopened July seventeenth, at ten A. M.

By order of the Board.

O. F. ZOLLIKOFFER, *Secretary.*

III. That a copy of such notice was also duly mailed, postage prepaid, to each Stockholder of such Corporation, at his last known post-office address, at least three weeks before the meeting.

IV. That, at the time and place specified in such notice, Stockholders appeared in person or by proxy, representing 442,092 shares of the Capital Stock of the said Corporation, being more than three-fourths of the total Capital Stock outstanding, and organized
7282 said Meeting by choosing from their number the undersigned, William Nelson Cromwell, as Chairman, and O. F. Zollikoffer, as Secretary thereof.

V. That the notice of the Meeting and proof of the proper publishing and mailing thereof were presented and directed to be spread upon the minutes.

VI. That upon motion, a vote was then taken of those present in person or by proxy, upon the following Resolution:

"Resolved, That the Capital Stock of the Consolidated Gas Company of New York be increased from the present amount thereof, to wit, $54,595,200, consisting of Five hundred and forty-five thousand nine hundred and fifty-two (545,952) shares of the par value of One hundred ($100) dollars each, to Eighty hundred thousand (8,000,000) to consist of Eight hundred thousand (800,000) shares, of the par value of One hundred ($100) dollars each."

VII. That Stockholders owning 442,092 shares of Stock, being more than three-fourths of all of the Stock of the Corporation, voted in favor of such Resolution; and no Stockholders voted against its adoption.

VIII. That a sufficient number of votes having been cast in favor of such increase, such Resolution was thereupon declared duly adopted.

IX. That the amount of Capital of said Corporation actually paid in, is Fifty-four million five hundred and fifty-one thousand nine hundred ($54,551,900) dollars, and that the additional amount previously authorized is Forty-three thousand three hundred
7283 ($43,300) dollars, making the total amount actually paid in and authorized, Fifty-four million five hundred and ninety-five thousand two hundred ($54,595,200) dollars; that the whole amount of the debts and liabilities of such Corporation is $10,584,914 73-100; and that the amount to which the Capital Stock of such Corporation is increased is Eighty million ($80,000,000) dollars.

In Witness Whereof, We have made, signed, verified and acknowledged this Certificate in duplicate, this 16th day of July, 1900.

WM. NELSON CROMWELL, *Chairman.*
O. F. ZOLLIKOFFER, *Secretary.*

TATE OF NEW YORK, *County of New York:*

William Nelson Cromwell, Chairman, and O. F. Zollikoffer, Secretary, respectively, of the Meeting mentioned in the foregoing Certificate, being severally duly sworn do depose and say, each for himself, that he has read the foregoing Certificate subscribed by him and knows its contents, and that the same is true.

WM. NELSON CROMWELL.
O. F. ZOLLIKOFFER.

Sworn to before me, July 16, 1900.

WALLACE YOUNG,
Notary Public No. 3.

Certificate filed in N. Y. Co. Kings Co.

7284 STATE OF NEW YORK, *County of New York:*

On the 16th day of July, 1900, before me personally came William Nelson Cromwell and O. F. Zollikoffer, to me personally known to be the persons described in and who made, signed and verified the foregoing Certificate, and severally duly acknowledged to me that they made, signed and verified the same for the uses and purposes therein set forth.

WALLACE YOUNG,
Notary Public No. 3.

[SEAL.]

Certificate filed in N. Y. Co. Kings Co.

No. 206.

STATE OF NEW YORK, *County of New York:*

I, William Sohmer, Clerk of the said County and Clerk of the Supreme Court of said State for said County, do certify, that I have compared the preceeding with the original Certificate of Increase of Capital Stock on file in my office and that the same is a correct transcript therefrom and of the whole of such original.

Endorsed: Filed and recorded July 19th, 1900, 10 h. 55 M.

In Witness Whereof, I have her-unto subscribed my name and affixed my official seal, this 19th day of ——, 1900.

WM. SOHMER.

7285 STATE OF NEW YORK, *Office of the Secretary of State:*

I have compared the preceding with the original Certificate to increase the Capital Stock of the Consolidated Gas Company of New York, filed and recorded in this office on the 18th day of July, 1900, and I do hereby certify the same to be a correct transcript therefrom and of the whole thereof.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this eighteenth day of July, nineteen hundred.

JOHN T. McDONOUGH,
Secretary of State.

(Endorsement on Exhibit 73.)

CONSOLIDATED GAS COMPANY OF NEW YORK.

Certificate of increase of Capital Stock.

"Tax for privilege of increase of Capital of this Corporation,

$19,396.50

Under Chapter 908, Laws of 1896,

Paid to

State Treasurer before filing.

State of New York,
Office of Secretary of State,

Filed and Recorded Mar. 12, 1900.

J. B. H. Mongin,
Deputy Secretary of State."

7286 COMPLAINANT'S EXHIBIT 74.

EXTRACT FROM THE MINUTES OF A SPECIAL MEETING OF THE STOCKHOLDERS OF THE CONSOLIDATED GAS COMPANY OF NEW YORK, HELD JULY 16, 1900.

"Resolved, That the capital stock of the Consolidated Gas Company of New York be increased from the present authorized amount thereof, to wit, fifty-four million five hundred and ninety-five thousand two hundred dollars ($54,595,200), consisting of five hundred and forty-five thousand nine hundred and fifty-two (545,952) shares, of the par value of one hundred dollars ($100) each, to eighty million dollars ($80,000,000), to consist of eight hundred thousand (800,000) shares of the par value of one hundred dollars ($100) each.

Resolved, That the Board of Trustees may issue and sell or otherwise dispose of such increase of the Company's stock, at such times, in such amounts, for such consideration and upon such terms as shall to them seem advisable; and may use such increase and the proceeds of any sale or other disposition thereof, as and when they see fit for acquiring the stocks, bonds or other obligations, properties or franchises of other gas or electric light companies, or for providing for the redemption or payment of the debentures, debenture scrip or other indebtedness of this company, or for making improvements upon the property of this Company, or for acquiring other property,

or for any other purpose which the said board may approve or authorize.

It is hereby recommended, that, whenever in the opinion of
7287 the board of trustees, the proceeds of such additional capital stock shall be required, the board offer to the stockholders of this company the privilege of subscribing in proportion to their respective holdings of stock at the time specified in the said offer, to such amount of the said additional capital stock, and at such price per share, not less than par, as the board may then deem expedient, and all of such stock so offered but not subscribed for may be disposed of by the board upon the same terms.

COMPLAINANT'S EXHIBIT 75.

CONSOLIDATED GAS COMPANY OF NEW YORK.

CERTIFICATE OF INCREASE OF CAPITAL STOCK.

We, the undersigned, William Nelson Cromwell, Chairman, and Robert A. Carter, Secretary, respectively, of a Special Meeting of the Stockholders of the Consolidated Gas Company of New York, a domestic Stock Corporation, held for the purpose of increasing its Capital Stock, DO HEREBY CERTIFY:

I. That prior to such meeting, a notice, stating the time, place and object thereof, and the amount of the increase proposed, signed by the President and the Secretary, was published once a week, for at least two successive weeks, in the New York *Sun* and the New York *Times*, two newspapers, in the County of New York, where the principal business office of such Corporation is located.

II. That the following is a true copy of such notice:

7288 CONSOLIDATED GAS COMPANY OF NEW YORK.

No. 4 Irving Place.

NOTICE TO STOCKHOLDERS.

NEW YORK, *May* 18, 1904.

Notice is hereby given that a Special Meeting of the Stockholders of the Consolidated Gas Company of New York will be held on the 2d day of June, 1904, at 12 o'clock noon, at the office of the said Company, No. 4 Irving place, in the City of New York, for the purpose of voting upon a proposition to increase its capital stock from the present amount thereof, to wit: Eighty million dollars ($80,000,000), consisting of eight hundred thousand (800,000) shares of the par value of $100 each, to one hundred million dollars ($100,000,000) or one million (1,000,000) shares of the said par value; such increase or the proceeds thereof to be used for providing additional improvements and betterments, the acquisition of additional property, the payment of any indebtedness of the Company, whether now

existing or hereafter contracted, and for such other purposes as the stockholders at such meeting may determine to be expedient, and also for the purpose of transacting such other business as may come before the Meeting.

The transfer books of the Company will be closed on May 26, 1904, at 3 P. M., and reopened on June 3, 1904, at 10 A. M.

By order of the board.

H. E. GAWTRY, *President.*

R. E. CARTER, *Secretary.*

III. That a copy of such notice was also duly mailed, post-
7289 age prepaid, to each Stockholder of such Corporation, at his last known post-office address, at least two weeks before the Meeting.

IV. That, at the time and place specified in such notice, Stockholders appeared in person or by proxy, representing 555,479 shares of the Capital Stock of the said Corporation, being more than two-thirds of the total Capital Stock outstanding, and organized said Meeting by choosing from their number the undersigned, William Nelson Cromwell, as Chairman, and Robert A. Carter as Secretary thereof.

V. That the notice of the meeting and proof of the proper publishing and mailing thereof were presented and directed to be spread upon the Minutes.

VI. That, upon motion, a vote was then taken of those present in person or by proxy, upon the following Resolution:

"RESOLVED, That the capital stock of the Consolidated Gas Company, of New York, be increased from Eighty million dollars ($80,000,000) consisting of Eight hundred thousand (800,000) shares of the par value of One hundred dollars ($100) each, to One hundred million dollars ($100,000,000) to consist of One million (1,000,000) shares, of the par value of One hundred dollars ($100) each."

VII. That Stockholders owning 555,479 shares of Stock, being more than two-thirds of all the Stock of the Corporation, voted in favor of such Resolution, and none voted against its adoption.

VIII. That a sufficient number of votes having been cast in favor of such increase, such Resolution was thereupon declared duly adopted.

IX. That the amount of Capital of said Corporation here-
7290 tofore authorized, is Eighty million dollars ($80,000,000); that the amount thereof actually issued is Eighty million Dollars ($80,000,000) and that the amount to which the Capital Stock of such Corporation is increased is One hundred million Dollars ($100,000,000).

IN WITNESS WHEREOF, we have made, signed, verified and acknowledged this Certificate in duplicate, this 2nd day of June, 1904.

WM. NELSON CROMWELL,
Chairman of said Meeting.

R. A. CARTER,
Secretary of said Meeting.

STATE OF NEW YORK, *County of New York:*

William Nelson Cromwell, Chairman, and Robert A. Carter, Secretary of the Meeting mentioned in the foregoing Certificate, being severally duly sworn, do depose and say, each for himself, that he has read the foregoing Certificate subscribed by him, and knows its contents, and that the same is true.

WM. NELSON CROMWELL,
R. A. CARTER.

Sworn to before me, June 2d, 1904.
[SEAL.]
WALLACE YOUNG,
Notary Public, 5, Kings County.

Certificate filed in N. Y. County.

7291 STATE OF NEW YORK, *County of New York:*

On this second day of June, 1904, before me personally came William Nelson Cromwell and Robert A. Carter, to me personally known to be the persons described in and who made, signed and verified the foregoing certificate, and severally duly acknowledged to me that they made, signed and verified the same for the uses and purposes therein set forth.
[SEAL.]
WALLACE YOUNG,
Notary Public, 5, Kings County.

Certificate filed in N. Y. County.

No. 564.

STATE OF NEW YORK, *County of New York, ss:*

I, Thomas L. Hamilton, Clerk of the said County and Clerk of the Supreme Court of said State for said County, do certify that I have compared the preceding with the original Certificate of Increase of Capital Stock on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

Indorsed, filed and recorded June 7, 1904, 3 h. 15 m.

In Witness Whereof, I h[illegible] hereunto subscribed my name and affixed my official seal, this 7[illegible]ay of June, 1904.

THOMAS L. HAMILTON, *Clerk.*

7292 STATE OF NEW YORK, *Office of the Secretary of State, ss:*

I have compared the preceding with the original Certificate to Increase the Capital Stock of Consolidated Gas Company of New York, filed and recorded in this office on the 6th day of June, 1904, and I do hereby certify the same to be a correct transcript therefrom and of the whole thereof.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this sixth day of June, one thousand nine hundred and four.
[SEAL.]
HORACE G. TENNANT,
Second Deputy Secretary of State.

(Endorsement on Exhibit 75:)

CONSOLIDATED GAS COMPANY OF NEW YORK.

Certificate of Increase of
Capital Stock.

Dated July 16, 1900.

Tax for privilege of increase of
capital of this corporation,

$31,756.00,

Under Chapter 908, Laws of 1896,

Paid to
State Treasurer before Filing.

State of New York,
Office of SECRETARY OF STATE,

Filed and Recorded July 18, 1900.

J. B. H. MONGIN,
Deputy Secretary of State.

7293 COMPLAINANT'S EXHIBIT 76.

EXTRACT FROM THE MINUTES OF A SPECIAL MEETING OF THE STOCKHOLDERS OF THE CONSOLIDATED GAS COMPANY OF NEW YORK, HELD JUNE 2, 1904.

"Resolved, That the capital stock of the Consolidated Gas Company of New York be increased from Eighty million ($80,000,000) dollars, consisting of eight hundred thousand (800,000) shares, of the par value of One hundred ($100) dollars each, to One hundred million ($100,000,000) dollars, to consist of one million (1,000,000) shares, of the par value of One hundred ($100) dollars each.

Resolved, That the Board of Directors of the Company be and they are hereby authorized to issue forthwith the coupon debentures of the company, at par in denominations of $500, and such multiples thereof as the board may deem expedient, to the extent of $20,000,000 par value, dated July 1, 1904, and payable in cash July 1, 1909 (unless sooner converted into the stock of the company, as hereinafter provided), with interest at the rate of six per cent. 6% per annum, represented by coupons, payable semi-annually on the first days of January and July in each year; such debentures to contain a provision giving the holder thereof the privilege, upon the expiration of three years, namely, on July 1, 1907, and on any subsequent interest date prior to July 1, 1909, to convert the said debentures into the capital stock of the company, at its par value: and that the increased capital stock, about provided for, be reserved for the purpose of such conversion.

Resolved, That the stockholders of record on June 8, 1904, at 3

P. M., shall have the right to subscribe, at par, for the said
7294 debentures, to the extent of twenty-five per cent. (25%) of their holdings of the stock of the company, as shown at the closing of the transfer books on June 8, 1904, at 3 P. M., provided they shall exercise such right on or before June 25, 1904, at 3 P. M., and that for the purpose of ascertaining the names of stockholders, who may be entitled to subscribe for such debentures, the transfer books of the company be closed from 3 P. M. on June 8, 1904, until 10 A. M. on June 16, 1904.

Resolved, That all debentures not subscribed and paid for by the stockholders, in the manner hereinafter provided shall be disposed of to such persons and in such manner as may be determined by the trustees, but at not less than par.

Resolved, That so much of the said increased stock as may not be required for purposes of conversion, as aforesaid, be sold and disposed of by the Board of Trustees, at such times, to such persons, in such amounts, for such consideration, at not less than par, and upon such terms as shall seem to them advisable.

Resolved, That the proceeds of the said debentures and of so much of the said increased stock as may not be required for the purpose of conversion be used for providing additional improvements and betterments, the acquisition of additional property, the payment of any indebtedness of the company, whether now existing or hereafter contracted, and for such purposes as the Board of Trustees may approve or authorize.

7295 COMPLAINANT'S EXHIBIT 77.

Canceled Revenue Stamp—10 cents.

CONSOLIDATED GAS COMPANY OF NEW YORK.

Certificate of Increase of Capital Stock.

We, the undersigned, H. E. Gawtry, Chairman, and O. F. Zollikoffer, Secretary, respectively, of a special meeting of the stockholders of the Consolidated Gas Company of New York, a domestic stock corporation, held at the office of said company, No. 4 Irving Place, in the City of New York, on the ninth day of March, A. D., 1900, at twelve o'clock noon, for the purpose of voting upon a proposition to increase its capital stock, do hereby certify:

That prior to such meeting, a notice, stating the time, place and object thereof, and the amount of the increase proposed, signed by a majority of the Trustees, was published once a week, for at least three successive weeks, in the "Sun" and the "Evening Post," newspapers in the County of New York, where the principal business office of such corporation is located.

That the following is a true copy of such notice:

"CONSOLIDATED GAS COMPANY OF NEW YORK,

No. 4 Irving Place.

NOTICE TO STOCKHOLDERS.

NEW YORK, *February 8th*, 1900.

7296 Notice is hereby given that a Special Meeting of the Stockholders of the Consolidated Gas Company of New York will be held on the 9th day of March, 1900, at 12 o'clock noon, at the office of said Company, No. 4 Irving Place, in the City of New York, for the purpose of voting upon a proposition to increase its capital stock from thirty-nine million and seventy-eight thousand dollars ($39,078,000), consisting of three hundred and ninety thousand seven hundred and eighty shares of the par value of one hundred dollars ($100) each, to fifty-four million five hundred and ninety-five thousand two hundred dollars ($54,595,200) to consist of five hundred and forty-five thousand nine hundred and fifty-two shares of the par value of one hundred dollars ($100) each, and to take such other action as may be appropriate and lawful for such meeting, in respect to the issue and disposition of the increase of such Capital Stock, if the same shall be authorized.

SAMUEL SLOAN,
JAMES STILLMAN,
GEO. F. BAKER,
WM. ROCKEFELLER,
M. TAYLOR PYNE,
JOHN P. HUGGINS,
F. AUG. SCHERMERHORN,
H. E. GAWTRY,
A Majority of the Trustees.

The transfer books of the Consolidated Gas Company of New York will be closed on February 27th, at 3 P. M. and reopened March 10th, at 10 A. M.

By order of the Board.

O. F. ZOLLIKOFFER, *Secretary.*"

7297 That a copy of said notice was also personally served upon or duly mailed, postage prepaid, to each stockholder of said corporation, at his last-known post-office address, at least three weeks before the meeting.

That at the time and place specified in said notice, stockholders appeared in person or by proxy, in numbers representing at least a majority of all the shares of stock of said corporation and organized said meeting by choosing from their number the undersigned, H. E. Gawtry as chairman, and the undersigned, O. F. Zollikoffer as Secretary thereof.

That the notice of the meeting and proof of the proper publishing and mailing thereof were presented, and ordered on file.

That, upon motion, a vote was then taken of those present in person or by proxy upon the following resolution:

RESOLVED, that the capital stock of the Consolidated Gas Company of New York be increased from the present amount thereof, to wit, thirty-nine million and seventy-eight thousand dollars ($39,078,000), consisting of three hundred and ninety thousand seven hundred and eighty (390,780) shares of the par value of one hundred dollars each, to fifty-four million five hundred and ninety-five thousand, two hundred dollars ($54,595,200) to consist of five hundred and forty-five thousand, nine hundred and fifty-two (545,952) shares, of the par value of one hundred dollars ($100) each; and that the Trustees of this Company be, and they hereby are, requested to issue such increase of capital stock, namely, one hundred and fifty-five thousand one hundred and seventy-two (155,172) shares and use the same to redeem, in accordance with the terms thereof, the outstanding four per cent, debentures of this Company, issued for
stock of the New York Gas and Electric Light, Heat and
7298 Power Company, and aggregating thirty-six million dollars ($36,000,000).

That stockholders owning Three hundred and eight thousand eight hundred and forty-one (308,841) shares of stock, being more than two-thirds of all the stock of the corporation, voted in favor of said resolution; and stockholders owning no shares of stock voted against said resolution.

That a sufficient number of votes having been cast in favor thereof, said resolution was declared duly adopted.

That the amount of capital of said corporation actually paid in is thirty-nine million and seventy-eight thousand dollars ($39,078,000) and the whole amount of the debts and liabilities of said corporation is thirty-nine million, nine hundred and twenty-nine thousand three hundred and thirty-six and 53/100 dollars ($39,929,336.53) thirty-six million dollars ($36,000,000) thereof consisting of the debentures of the Company, issued in January, 1900, mentioned in the foregoing resolution, to be redeemed according to their terms, by the issue of the increase of stock thereby created, and that the amount to which the capital stock of said corporation is increased is fifty-four million five hundred and ninety-five thousand two hundred dollars ($54,595,200).

IN WITNESS WHEREOF, we have made, signed, verified and acknowledged this certificate in duplicate.

Dated, this 9th day of March, 1900.

H. E. GAWTRY, *Chairman.*
O. F. ZOLLIKOFFER, *Secretary.*

7299 STATE OF NEW YORK, *County of New York, ss:*

H. E. Gawtry, Chairman, and O. F. Zollikoffer, Secretary, respectively, of the aforesaid meeting, being severally duly sworn, do depose and say, and each for himself deposes and says, that he has read the

foregoing certificate subscribed by him, and knows its contents, and that the same is true.

H. E. GAWTRY, *Chairman.*
O. F. ZOLLIKOFFER, *Secretary.*

Sworn to before me this 9th day of March, 1900.

[SEAL.] FRANK M. CLARK,
Notary Public, Westchester County.

Certificate filed in New York.

STATE OF NEW YORK, *County of New York, ss:*

On this 9th day of March, 1900, before me personally came H. E. Gawtry, and O. F. Zollikoffer, to me personally known to be the persons described in and who made, signed and verified the foregoing certificate, and severally duly acknowledged to me that they made, signed and verified the same.

[SEAL.] EMANUEL PERLS,
Notary Public, N. Y. Co.

7300 No. 226.

STATE OF NEW YORK, *County of New York, ss:*

I, William Sohmer, Clerk of the said County, and Clerk of the Supreme Court of said State for said County, DO CERTIFY, That I have compared the preceding with the original Certificate of Increase of Capital Stock on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original. Endorsed, filed and recorded March 13th, 1900, at 9h. and 10m.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 30th day of July, 1900.

WM. SOHMER, *Clerk.*

STATE OF NEW YORK, *Office of the Secretary of State, ss:*

I have compared the preceding with the original Certificate to Increase the Capital stock of Consolidated Gas Company of New York, filed and recorded in this office on the 12th day of March, 1900, and I do hereby certify the same to be a correct transcript therefrom and of the whole thereafter.

Witness my hand, and the seal of office of the Secretary of State, at the City of Albany, this 22nd day of March, nineteen hundred.

[SEAL.] JOHN T. McDONOUGH,
Secretary of State.

7301 (Endorsement on Exhibit 77:)

CONSOLIDATED GAS COMPANY OF NEW YORK

CERTIFICATE OF INCREASE
of
Capital Stock,

Dated June 2, 1904.

Tax for privilege of increase of capital of this Corporation.

$10,000.

Under Chapter 448, Laws of 1901.

Paid to

State Treasurer before Filing.

State of New York,
Office of SECRETARY OF STATE,
Filed and Recorded June 6, 1904.
J. B. H. MONGIN,
Deputy Secretary of State.

7302 COMPLAINANT'S EXHIBIT 78.

CONSOLIDATED GAS COMPANY OF NEW YORK.

REAL ESTATE, PLANT, PROPERTY AND CONSTRUCTION AS SHOWN IN THE BALANCE SHEET AT NOVEMBER 11, IN THE YEAR 1884, AND AT DECEMBER 31, OF EACH OF THE FOLLOWING YEARS.

Year.	Amount.
1884	$37,971,419.01
1885	38,175,046.46
1886	38,390,143.62
1887	39,030,732.96
1888	39,967,996.26
1889	40,654,884.76
1890	41,059,706.64
1891	41,699,890.26
1892	42,450,786.35
1893	43,416,396.63
1894	43,930,828.02
1895	44,188,883.65
1896	44,366,979.93
1897	44,576,521.05
1898	45,033,781.60
1899	45,688,221.40
1900	45,862,406.41
1901	46,438,975.90
1902	46,672,936.12
1903	46,789,121.38
1904	47,402,617.53
1905, Oct. 31	47,664,984.91

(Here follows Complainant's Exhibit 79, marked p. 7303.)

COMPLAINANT'S EXHIBIT 79. 7303

CONSOLIDATED GAS COMPANY OF NEW YORK
VARIATION IN REAL ESTATE, PLANT, PROPERTY AND CONSTRUCTION FROM DATE OF CONSOLIDATION NOVEMBER 11th, 1884 to OCTOBER 31, 1905.

	Valuation at Consolidation Nov. 11th, 1884.	Construction Since Consolidation	Depreciation (Renewals) Since Consolidation	Net Increase	Valuation October 31, 1905.	Expended in Repairs Since Consolidation to October 31st, 1905.	
Real Estate	$10,332,000.00	$597,789.57	..	$597,789.57	$10,929,789.57		
Buildings, Machinery, Holders, Plant	12,182,491.41	5,132,620.41	$1,227,683.10	3,904,937.31	16,087,428.72	$1,275,749.03 4,865,362.51	Repairs to Buildings. " " Apparatus.
Mains	5,233,962.10	3,459,249.15	841,060.22	2,618,188.93	7,852,151.03	2,131,176.37	
Services	1,034,241.41	711,502.55	533,672.87	177,829.68	1,212,071.09	1,297,653.12	
Meters	1,231,753.98	2,460,066.34	750,783.25	1,709,283.09	2,941,037.07	1,864,717.53	
Meter Cocks and Connections	11,926.53	622,347.60	320,559.66	301,787.94	313,714.47	..	
Pipe and Specials	88,398.43	105,667.28	80,806.07	24,861.21	113,259.64	..	
Office Furniture and Fixtures	70,000.00	64,503.02	94,794.29	*30,291.27	39,708.73	..	
Horses, Wagons and Harness	1,115.00	105,535.34	82,521.99	23,013.35	24,128.35	..	
Automobiles and Accessories	..	6,915.15	..	6,915.15	6,915.15	..	
Tools and Implements	3,273.70	394,875.02	341,803.55	53,071.47	56,345.17	558,214.89	
Gas Stoves	1,256.45	783,661.04	497,297.72	286,363.32	287,619.77	338,793.23	
Scows	..	19,816.15	..	19,816.15	19,816.15	..	
	$30,190,419.01	$14,464,548.62	$4,770,982.72	$9,693,565.90	$39,883,984.91	$12,331,666.68	
Franchises and Rights	7,781,000.00				7,781,000.00		
	$37,971,419.01				$47,664,984.91		

*Figures in *italics* in red ink in original.

7304 COMPLAINANT'S EXHIBIT 80.

CONSOLIDATED GAS COMPANY OF NEW YORK.

STATEMENT OF ASSETS AND LIABILITIES, OCTOBER 31ST, 1905.

		Assets.	*Liabilities.*
Investments in the Gas Business:			
Plant and Property—Manhattan...	$47,664,984.91		
" " " —Astoria	5,560,000.00		
		$53,224,984.91	
Material and Supplies		616,470.08	
National Coke and Coal Co.....		50,000.00	
Due from Consumers and Others, and Temporary Investments and Loans.....	8,517,071.00		
Excluding (*a*)	6,517,071.00		
		2,000,000.00	
Cash.....	7,200,423.64		
Excluding (*a*).....	6,200,423.64		
		1,000,000.00	
		$56,891,454.99	
			$41,356,409.86
Derived from—			
Capital Stock (part).....			
Convertible Debentures issued 1904.	19,857,600.00		
Excluding (*a*)	12,717,494.64		
		.....	7,140,105.36
Debenture Bonds issued 1888.....		.....	1,387,000.00
Insurance Fund and Bond Premium.....		.....	303,908.93
Renewals and Contingencies Fund.....		.....	971,101.87
Consumers' Deposits.....		.....	394,520.07
Accounts payable and Accrued Charges (part)....		.....	3,281,711.52
Surplus.....		.....	1,546,697.38
			$56,891,454.99

7305 *Investments in the Gas Business Excluded Above:*

Due from Consumers and Others, and from Temporary Investments and Loans.....	$6,517,071.00	
Cash	6,200,423.64	
	$12,717,494.64	
Derived from—		
Convertible Debentures issued 1904, Excluded Above.....	.....	$12,717,494.64
Total in Gas Business.....	$69,608,949.63	$69,608,949.63
Investments in Securities of Other Companies:		
Total Amount.....	$53,041,134.52	
Derived from—		
Capital Stock (balance).....	.....	38,643,590.14
* Premium on Capital Stock	.....	14,322,217.95
Accounts payable and Accrued Charges (balance).	.....	75,326.43
Total Book Values.....	$122,650,084.15	$122,650,084.15

7306 COMPLAINANT'S EXHIBIT 81.

CONSOLIDATED GAS COMPANY OF NEW YORK.

INVESTMENTS IN THE GAS BUSINESS, OCTOBER 31, 1905.

Real Estate (Land and Office Buildings)	$10,929,789.57
Plant (Manufacturing and Holders)	16,087,428.72
Mains	7,852,151.03
Services	1,212,071.09
Meters, Meter Cocks and Connections, and miscellaneous Personal Property	3,802,544.50
	39,883,984.91
Material and Supplies	616,470.08
Cash Working Capital	1,000,000.00
Accounts Receivable	2,000,000.00
Invested in Gas Manufacturing Plant at Astoria (through ownership of all outstanding stock and securities of The Astoria Light, Heat and Power Company)	5,560,000.00
Invested in Cartage Plant (through ownership of entire stock of National Coke and Coal Company)	50,000.00
Total	49,110,454.99
In addition to the foregoing, the Consolidated Gas Company then had in hand, from proceeds of its Debentures of July 1st, 1904, $6,200,423.64 in cash and $6,517,071.00 in temporary investments, pending investment thereof in further construction then in progress, as will hereinafter appear	12,717,494.64
making a total investment of tangible assets in the said gas business of	$61,827,949.63

7307 COMPLAINANT'S EXHIBIT 82.

CONSOLIDATED GAS.

MARKET QUOTATIONS ON CAPITAL STOCK.

	Lowest.	Highest.
1885	80	104½
1886	133	168
1887	136½	241½
1888	164	205½
1889	163	223¼
1890	164	201
1891	92½	104¾
1892	102	128
1893	108	144
1894	111	140
1895	126	161½
1896	133	168
1897	136½	241½
1898	167	205
1899	163	223¼
1900	164	201
1901	187	238
1902	205	230¾
1903	164	222
1904	185	220
1905	184½	214

7308 COMPLAINANT'S EXHIBIT 83.

CONSOLIDATED GAS COMPANY OF NEW YORK.

STATEMENT SHOWING RATE OF DIVIDEND PAID EACH YEAR.

Year.	Rate.
1885	7%
1886	3%
1887	4%
1888	4%
1889	5%
1890	5%
1891	5%
1892	6%
1893	7½%
1894	8%
1895	8%
1896	8%
1897	8%
1898	8%
1899	5½%
1900	6%
1901	8%
1902	8%
1903	8%
1904	8½%
1905	8½%
1906—Six months to June 30	3%

COMPLAINANT'S EXHIBIT 84.

CONSOLIDATED GAS CO. OF N. Y.

DIVIDENDS CALCULATED AT EIGHT PER CENT. AND EXCESS OF EIGHT PER CENT. OVER DIVIDENDS ACTUALLY PAID, 1885–1906.

Dividend dates.	Div. No.	Capital stock.	Rate.	Dividends paid.	Calculated at 8 per cent.	Excess at 8 per cent. over dividends actually paid.
June 15, 1885	1	$35,414,700.00	3½ %	$1,239,514.50	$1,416,588.00	$177,073.50
Dec. 15, 1885	2	35,422,500.00	3½ %	1,239,787.50	1,416,900.00	177,112.50
June 15, 1886	3	35,424,600.00	1½ %	531,369.00	1,416,984.00	885,615.00
Dec. 15, 1886	4	35,425,300.00	1½ %	531,379.50	1,417,012.00	885,632.50
June 15, 1887	5	35,426,200.00	2 %	708,524.00	1,417,048.00	708,524.00
Dec. 15, 1887	6	35,426,600.00	2 %	708,532.00	1,417,064.00	708,532.00
June 15, 1888	7	35,427,400.00	2 %	708,548.00	1,417,096.00	708,548.00
Dec. 15, 1888	8	35,427,700.00	2 %	708,554.00	1,417,108.00	708,554.00
June 15, 1889	9	35,428,200.00	2½ %	885,705.00	1,417,128.00	531,423.00
7310 Dec. 15, 1889	10	35,428,300.00	2½ %	885,707.50	1,417,132.00	531,424.50
June 15, 1890	11	35,428,900.00	2½ %	885,722.50	1,417,156.00	531,433.50
Dec. 15, 1890	12	35,429,300.00	2½ %	885,732.50	1,417,172.00	531,439.50
June 15, 1891	13	35,429,600.00	2½ %	885,740.00	1,417,184.00	531,444.00
Dec. 15, 1891	14	35,429,700.00	2½ %	885,742.50	1,417,188.00	531,445.50
Mar. 15, 1892	15	35,429,700.00	1½ %	531,445.50	708,594.00	177,148.50
June 15, 1892	16	35,429,700.00	1½ %	531,445.50	708,594.00	177,148.50
Sept. 15, 1892	17	35,429,700.00	1½ %	531,445.50	708,594.00	177,148.50
Dec. 15, 1892	18	35,429,800.00	1½ %	531,447.00	708,596.00	177,149.00
Mar. 15, 1893	19	35,429,800.00	1½ %	531,447.00	708,596.00	177,149.00
June 15, 1893	20	35,429,800.00	2 %	708,596.00	708,596.00	
Sept. 15, 1893	21	35,429,800.00	2 %	708,596.00	708,596.00	

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Dec. 15, 1893	22	35,429,800.00	2 %	708,596.00	708,596.00		
Mar. 15, 1894	23	35,429,800.00	2 %	708,596.00	708,596.00		
June 15, 1894	24	35,429,900.00	2 %	708,598.00	708,598.00		
Sept. 15, 1894	25	35,429,000.00	2 %	708,598.00	708,598.00		
Dec. 15, 1894	26	35,429,900.00	2 %	708,598.00	708,598.00		
Mar. 15, 1895	27	35,429,900.00	2 %	708,598.00	708,598.00		
7311 June 15, 1895	28	35,429,900.00	2 %	708,598.00	708,598.00		
Sept. 15, 1895	29	35,429,900.00	2 %	708,598.00	708,598.00		
Dec. 15, 1895	30	35,429,900.00	2 %	708,598.00	708,598.00		
Mar. 15, 1896	31	35,429,900.00	2 %	708,598.00	708,598.00		
June 15, 1896	32	35,429,900.00	2 %	708,598.00	708,598.00		
Sept. 15, 1896	33	35,429,900.00	2 %	708,598.00	708,598.00		
Dec. 15, 1896	34	35,429,900.00	2 %	708,598.00	708,598.00		
Mar. 15, 1897	35	35,429,900.00	2 %	708,598.00	708,598.00		
June 15, 1897	36	35,429,900.00	2 %	708,598.00	708,598.00		
Sept. 15, 1897	37	35,429,900.00	2 %	708,598.00	708,598.00		
Dec. 15, 1897	38	36,229,900.00	2 %	724,598.00	724,598.00		
Mar. 15, 1898	39	36,729,900.00	2 %	734,598.00	734,598.00		
June 15, 1898	40	36,729,900.00	2 %	734,598.00	734,598.00		
Sept. 15, 1898	41	37,729,900.00	2 %	754,598.00	754,598.00		
Dec. 15, 1898	42	37,729,900.00	2 %	754,598.00	754,598.00		
Mar. 15, 1899	43	39,077,900.00	2 %	781,558.00	781,558.00		
June 15, 1899	44	39,077,900.00	1½ %	586,168.50	781,558.00	195,389.50	
Sept. 15, 1899	45	39,077,900.00	1 %	390,779.00	781,558.00	390,779.00	
Dec. 15, 1899	46	39,077,900.00	1 %	390,779.00	781,558.00	390,779.00	
7312 Mar. 15, 1900	47	39,077,900.00	1 %	390,779.00	781,558.00	390,779.00	
June 15, 1900	48	54,551,900.00	1 %	545,519.00	1,091,038.00	545,519.00	
Sept. 15, 1900	49	54,551,900.00	2 %	1,091,038.00	1,091,038.00		
Dec. 15, 1900	50	71,593,700.00	2 %	1,431,874.00	1,431,874.00		
Mar. 15, 1901	51	72,533,900.00	2 %	1,450,678.00	1,450,678.00		

Complainant's Exhibit 84—*Continued.*

Dividend dates.	Div. No.	Capital stock.	Rate.	Dividends paid.	Calculated at 8 per cent.	Excess at 8 per cent. over dividends actually paid.
June 15, 1901	52	72,830,200.00	2 %	1,456,604.00	1,456,604.00	
Sept. 15, 1901	53	72,831,100.00	2 %	1,456,622.00	1,456,622.00	
Dec. 15, 1901	54	72,886,400.00	2 %	1,457,728.00	1,457,728.00	
Mar. 15, 1902	55	72,891,100.00	2 %	1,457,822.00	1,457,822.00	
June 15, 1902	56	72,891,800.00	2 %	1,457,836.00	1,457,836.00	
Sept. 15, 1902	57	72,916,400.00	2 %	1,458,328.00	1,458,328.00	
Dec. 15, 1902	58	72,917,100.00	2 %	1,458,342.00	1,458,342.00	
Mar. 15, 1903	59	72,917,200.00	2 %	1,458,344.00	1,458,344.00	
June 15, 1903	60	72,917,200.00	2 %	1,458,344.00	1,458,344.00	
Sept. 15, 1903	61	72,917,600.00	2 %	1,458,352.00	1,458,352.00	
Dec. 15, 1903	62	79,986,300.00	2 %	1,599,726.00	1,599,726.00	
Mar. 15, 1904	63	79,998,900.00	2 %	1,599,978.00	1,599,978.00	
June 15, 1904	64	79,999,600.00	2 %	1,599,992.00	1,599,992.00	
7313 Sept. 15, 1904	65	80,000,000.00	2 %	1,600,000.00	1,600,000.00	
Dec. 15, 1904	66	80,000,000.00	2½%	2,000,000.00	1,600,000.00	*400,000.00*
Mar. 15, 1905	67	80,000,000.00	2½%	2,000,000.00	1,600,000.00	*400,000.00*
June 15, 1905	68	80,000,000.00	2 %	1,600,000.00	1,600,000.00	
Sept. 15, 1905	69	80,000,000.00	2 %	1,600,000.00	1,600,000.00	
Dec. 15, 1905	70	80,000,000.00	2 %	1,600,000.00	1,600,000.00	
Mar. 15, 1906	71	80,000,000.00	2 %	1,600,000.00	1,600,000.00	
June 15, 1906	72	80,000,000.00	1 %	800,000.00	1,600,000.00	800,000.00
As at June 30th, 1906	...	.....	.....	$70,042,725.50	$80,989,916.00	$10,947,190.50

NOTE.—Figures in *italics* in red ink in original.

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7314 COMPLAINANT'S EXHIBIT 85.

CONSOLIDATED GAS COMPANY OF NEW YORK.

SALES (BY FEET) DURING EACH YEAR FROM NOVEMBER 11th, 1884, to DECEMBER 31st, 1905.

Year	*Cubic Feet*
1884—November 11 to December 31	559,957,000
1885	3,942,433,000
1886	4,192,689,000
1887	4,844,514,000
1888	5,382,147,000
1889	5,615,509,000
1890	5,904,343,000
1891	6,269,804,000
1892	6,581,954,000
1893	6,854,014,000
1894	6,731,325,000
1895	6,736,461,000
1896	6,837,571,000
1897	6,790,864,000
1898	7,306,829,000
1899	8,615,523,000
1900	9,898,001,000
1901	10,296,955,000
1902	11,494,838,000
1903	12,763,545,000
1904	13,170,760,000
1905	13,283,164,000

IN BOOK

7315

COMPLAINANT'S EXHIBIT 86.

CONSOLIDATED GAS CO. OF N. Y.

Year.	Active meters on district.	Sales cubic feet.	Average sales per mile of mains.	Average sales per active meters.	Unaccounted for c. f.	Pr. Ct.
1885	109,397	3,942,433,000	5,507,807	36,038	746,421,513	15.92
1886	114,032	4,192,689,000	5,815,990	36,768	782,131,452	15.72
1887	126,100	4,844,514,000	6,607,537	38,418	859,645,059	15.07
1888	135,465	5,382,147,000	7,202,702	39,731	974,842,620	15.33
1889	144,789	5,615,509,000	7,389,508	38,784	856,577,821	13.15
1890	155,153	5,904,343,000	7,728,804	38,055	854,239,106	12.55
1891	163,588	6,269,804,000	8,172,000	38,327	859,353,483	11.97
1892	171,920	6,581,954,000	8,469,457	38,285	871,325,096	11.61
1893	181,023	6,854,014,000	8,812,618	37,863	890,109,835	11.40
1894	182,480	6,731,325,000	8,572,643	36,888	871,514,324	11.37
1895	199,149	6,736,461,000	8,539,705	33,826	717,999,157	9.56

Complainant's Exhibit 86.—*Continued.*

1896	213,199	6,837,571,000	8,645,741	32,071	661,583,572	8.76
1897	223,437	6,790,864,000	8,567,732	30,393	598,633,711	8.04
1898	253,616	7,306,829,000	9,102,928	28,811	574,998,297	7.24
1899	289,367	8,615,523,000	10,729,971	29,774	761,360,963	8.05
1900	311,960	9,898,001.000	12,279,027	31,728	930,609,136	8.53
1901	334,620	10,296,955,000	12,694,267	30,772	471,265,186	4.35
1902	354,016	11,494,838,000	14,340,225	32,470	689,187,592	5.63
1903	365,641	12,766,545,000	16,112,865	34,915	649,689,853	5.15
1904	373,886	13,170,760,000	16,606,461	35,227	678,900,832	4.88
Nominal Year to Oct. 31, 1905	383,240	13,308,364,000	16,740,080	34,726	321,327,300	3.02
Calendar Year 1905	390,330	13,283,163,767	16,698,510	34,031	318,243,115	2.34

7317 COMPLAINANT'S EXHIBIT No. 87.

CERTIFICATE OF INCORPORATION

OF

THE ASTORIA LIGHT, HEAT AND POWER COMPANY.

We, the undersigned, all being persons of full age, at least two-thirds being citizens of the United States and one of us a resident of the State of New York, desiring to form a corporation for the purpose of supplying gas for light and of using electricity for light, heat and power, pursuant to the provisions of the Transportation Corporations Law, Article 6, do hereby make, sign, acknowledge and file this certificate for that purpose, as follows:

First. The name of the proposed corporation is

THE ASTORIA LIGHT, HEAT AND POWER COMPANY.

Second. The objects of the said corporation are to manufacture and supply gas for lighting the streets and public and private buildings of the City of New York; and to manufacture and use electricity for producing light, heat and power, and in lighting streets, avenues, public parks and places and public and private buildings of said City; and to exercise the powers conferred by law upon corporations formed for the purposes and objects aforesaid.

Third. The amount of its capital stock is to be Five Hundred Thousand Dollars ($500,000).

7318 Fourth. The term of its existence is to be fifty years.

Fifth. The number of shares of which the stock shall consist is to be five thousand.

Sixth. The number of directors is to be five.

Seventh. The names and places of residence of the directors who are to serve for the first year are as follows:

Name.	Places of residence.
Horace W. Fuller	No. 59 West 65th St., New York.
T. Wilbur Spear	No. 449 Gates Ave., Brooklyn, N. Y.
Augustus R. Moen	No. 308 W. 77th St., New York.
Arthur C. Hume	No. 28 East 28th St., New York.
Francis R. Foraker	No. 122 W. 94th St., New York.

Eighth. The operations of the corporations are to be carried on in The City of New York, and in the several counties of New York, Kings, Queens and Richmond, lying within the said The City of New York; and the office of the Corporation is to be located in the County of Queens.

In Witness Whereof, we have made, signed, sealed and acknowl-

edged this certificate in duplicate this nineteenth day of January, one thousand eight hundred and ninety-nine.

HORACE W. FULLER.
T. WILBUR SPEAR.
A. RENE MOEN.
ARTHUR C. HUME.
FRANCIS R. FORAKER.

7319 STATE OF NEW YORK, *County of New York, ss:*

On this nineteenth day of January, 1899, before me personally came Horace W. Fuller, T. Wilbur Spear, Augustus R. Moen, Arthur C. Hume and Francis R. Foraker, to me severally known to be the persons described in and who made and signed the foregoing certificate, and severally duly acknowledged to me that they each made, signed and executed the same for the uses and purposes therein set forth.

[SEAL.] ADOLPH C. WAPPLER,
Notary Public, New York County.

(Cancelled Revenue Stamp 10 Cents.)

STATE OF NEW YORK, *County of New York, ss:*

I, William Sohmer, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Adolph C. Wappler, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

7320 In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, the 19th day of January, 1899.

[SEAL.] WM. SOHMER, *Clerk.*

(Cancelled Revenue Stamp 10 Cents.)

STATE OF NEW YORK, *County of Queens, ss:*

I, James Ingram, Clerk of the County of Queens, and of the Courts of Record for said County, do certify, that I have compared the preceding with the original Certificate of Incorporation of The Astoria Light, Heat and Power Company as the same is recorded in Liber No. 5 of Certificate of Incorporations on page 89, on January 20th, 1899, in the Clerk's Office of said County, and that the same is a true and correct copy thereof, and the whole of such original.

In Witness Whereof, I have hereunto subscribed my hand and affixed the Seal of said Court and County, the 11th day of May, 1905.

[SEAL.] D. L. VAN NOSTRAND, *Clerk.*

STATE OF NEW YORK, *Office of the Secretary of State, ss:*

I have compared the preceding with the original Certificate of Incorporation of The Astoria Light, Heat and Power Company, filed and recorded in this office on the 20th day of January, 1899, and do hereby certify the same to be a correct transcript therefrom and the whole of said original.

Witness my hand and seal of office of the Secretary of
7321 State, at the City of Albany, this 20th day of Ja-uary, one thousand eight hundred and ninety-nine.

J. N. H. MONGIN,
Deputy Secretary of State.

COMPLAINANT'S EXHIBIT 88.

CERTIFICATE OF INCORPORATION

OF THE

NATIONAL COKE AND COAL COMPANY.

We, the undersigned, desiring to form a corporation pursuant to the provisions of the Business Corporations Law, all being of full age and citizens of the United States and at least one of us being a resident of the State of New York, do hereby certify:

I. That the name of the proposed corporation is the National Coke and Coal Company.

II. That the purposes for which it is to be formed are:

1. To manufacture, purchase, use and sell, throughout the United States and elsewhere, coke and coal and all products composed in whole or in part of coke and coal in combination with other substances, and all machinery, apparatus and fixtures for any purposes relating in any manner to the production and use of coke and coal, or either of them, and their products, as aforesaid.

2. To carry on the trade or business of miners, engineers, colliery proprietors and coke manufacturers, and for those pur-
7322 poses to search for, get and make merchantable, and to sell and dispose of coal and other minerals and substances, and all products composed in whole or in part of coke or coal in combination with other substances, and to manufacture and sell coal, coke, fuel and other products, as aforesaid.

3. To acquire by purchase, lease and otherwise, and to hold, use, manage, operate, lease and dispose of lands, mineral deposits and mineral rights, water powers and water rights, quarries, coal properties and collieries, together with the veins or seams of coal and other minerals, situate therein, and all wharves, railways, fixed and

movable plant, machinery and other property and effects appertaining or belonging thereto, and all patent rights, inventions, franchises, grants, licenses, easements, concessions and other interests therein; to utilize and employ all forms of motive power and means of transportation which may be desirable or convenient in connection with the foregoing objects of any of them. It shall also have power to own the stocks and bonds issued by other corporations; and generally to conduct any business and enter into any contracts which may be permitted by the laws of the State of New York, or of the place where such business is transacted and contracts made.

III. That the amount of the capital stock is Fifty thousand dollars ($50,000).

IV. That the number of shares of which the capital stock shall consist is Five hundred and the amount of capital with which said corporation will begin business is Fifty thousand dollars ($50,000).

V. That the location of its principal business office is
7323 to be in the Village of Mount Kisco, Westchester County, New York.

VI. That its duration is to be perpetual.

VII. That the number of its directors is to be five.

VIII. That the names and post-office addresses of the directors for the first year are as follows:

Names.	Post office addresses.
J. Edmund Wood	118 Clymer St., Brooklyn, N. Y.
Edwin North	109 West 82d St., N. Y. City.
James E. Keeler,	47 South Elliott Place, Brooklyn, N. Y.
Charles F. Halstead	166 Schermerhorn St., Brooklyn, N. Y.
Cornelius A. Loughlin	224 East 19th St., N. Y. City.

IX. That the names and post office addresses of the subscribers and the number of shares of stock which each agrees to take in the corporation are as follows:

Names and post office addresses.	Number of shares subscribed.
J. Edmund Wood, 118 Clymer St., Brooklyn, N. Y.	1
Edwin North, 109 West 82d St., N. Y. City	496
James E. Keeler, 47 South Elliott Place, Brooklyn, N. Y.	1
Charles F. Halsted, 166 Schermerhorn St., Brooklyn, N. Y.	1
Cornelius A. Loughlin, 224 East 19th St., N. Y. City	1

7324 In Witness Whereof, we have made, signed and acknowledged this certificate this eleventh day of November, 1901.

CORNELIUS A. LOUGHLIN. CHARLES F. HALSTED.
J. EDMUND WOOD. JAMES E. KEELER.
EDWIN NORTH.

STATE OF NEW YORK, *County of New York, ss:*

On this eleventh day of November, 1901, before me personally came Cornelius A. Loughlin, J. Edmund Wood, Edwin North, Charles F. Halsted and James E. Keeler, to me known and known to me to be the individuals described in, and who executed the foregoing certificate and severally acknowledged to me that they executed the same.

[SEAL.] FREDERIC N. GILBERT,
Notary Public, Kings County.

Certificate filed in New York County.

STATE OF NEW YORK, *County of New York, ss:*

I, William Sohmer, Clerk of the County of New York, and also Clerk of the Supreme Court for the said county, the same being a Court of Record, do hereby certify that Frederic N. Gilbert has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualifications as Notary Public for the County of Kings with his autograph signature, and was at the [SEAL.] time of taking the proof or acknowledgment of the annexed instrument duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and believe the signature to the said certificate of proof or acknowledgment to be genuine.

7325 In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 11th day of November, 1901.

WM. SOHMER, *Clerk.*

STATE OF NEW YORK, *Office of the Secretary of State:*

I have compared the preceding with the original Certificate of Incorporation of National Coke and Coal Company, filed and recorded in this office on the 21st day of November, 1901, and do hereby certify the same to be a correct transcript therefrom and of the whole said original.

Witness my hand and seal of office of the Secretary of State, at the City of Albany, this 21st day of November, one thousand nine hundred and one.

[SEAL.] JOHN T. McDONOUGH,
Secretary of State.

STATE OF NEW YORK,
Office of the County Clerk of Westchester County, ss:

I have compared the preceding with the original Certificate of Incorporation filed and recorded in this office on the 23rd day of November, 1901, and do hereby certify the same to be a correct transcript therefrom and of the whole of such original.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 23rd day of November, 1901.

[SEAL.] LEVRETT F. CRUMB,
County Clerk of Westchester County.

7326

COMPLAINANT'S EXHIBIT 89.

CONSOLIDATED GAS COMPANY OF N. Y.

COMPARATIVE CONDENSED BALANCE SHEET.

ASSETS.

	October 31, 1905.	November 11, 1884.	Variation.
Real Estate, Plant, Property & Construction	$47,064,984.91	$37,971,419.01	$9,093,565.90
Cash—in banks and on hand	7,200,423.64	.....	7,200,423.64
Accounts and bills receivable	8,517,071.00	824,865.86	7,692,205.14
Material and Supplies	616,470.08	436,506.96	179,963.12
Securities—National Coke & Coal Co	50,000.00	.....	50,000.00
Securities—Astorial Light, Heat & Power Co	5,560,000.00	.....	5,560,000.00
Securities—Other	53,041,134.52	.....	53,041,134.52
Profit and Loss	.....	62,441.36	*62,441.36
	$122,650,084.15	$39,295,233.19	$83,354,850.96

LIABILITIES.

Capital Stock	$80,000,000.00	$35,430,060.00	$44,569,940.00
Capital Stock, Scrip	.....	920.00	920.00
Bonded Debt	1,387,000.00	1,836,507.53	*449,507.53
Convertible Debentures	19,857,600.00	.....	19,857,600.00
Bonds & Mortgages	.....	38,676.67	*38,676.67
Carried Forward	$101,244,600.00	$37,306,164.20	$63,938,435.80
Brought Forward	$101,244,600.00	$37,306,164.20	$63,938,435.80
7327 Accounts and Bills payable	3,357,037.95	1,687,906.97	1,669,130.98
Consumers' Deposits	904,520.07	301,162.02	603,358.05
Insurance Funds, etc.	303,908.93	.....	303,908.93
Capital Stock Premiums	14,322,217.95	.....	14,322,217.95
Renewal & Contingency	971,101.87	.....	971,101.87
Profit & Loss	1,546,697.38	.....	1,546,697.38
	$122,650,084.15	$39,295,233.19	$83,354,850.96

*In red ink.

COMPLAINANT'S EXHIBIT 90.

AGENCY AGREEMENT.

Agreement, made the 31st day of December, 1902, between the Consolidated Gas Company of New York and the New York Mutual Gas Light Company, corporation duly organized and existing under the laws of the State of New York.

I. The Consolidated Gas Company of New York hereby employs the New York Mutual Gas Light Company, as its agent and upon the terms hereinafter mentioned, to manufacture, produce and deliver to it for the term of five (5) years, such illuminating gas of the illuminating power required by the laws of the State of New York as it may require, during each year, for the said term of five (5) years, estimated to be equal to at least one hundred million

(100,000,000) cubic feet per year, and to deliver the same to the gas holders, mains or meters of the Consolidated Gas Company of
7328 New York, in such quantities and at such times as may be reasonably required by it.

The New York Mutual Gas Light Company agrees to manufacture, produce and deliver such gas, as aforesaid, as the agent of the Consolidated Gas Company of New York.

II. The New York Mutual Gas Light Company shall, as agent for the Consolidated Gas Company of New York, and at reasonable rates, purchase all the constituent materials and furnish the labor necessary to such manufacture, production and delivery, and employ in such manufacture, production and delivery its own plant and appliances.

III. At the expiration of each month, the New York Mutual Gas Light Company shall render to the Consolidated Gas Company of New York an account of all expenditures for constituent materials and labor made by it, as aforesaid, during such month, and the Consolidated Gas Company of New York agrees to pay to the New York Mutual Gas Light Company, within ten (10) days thereafter, the amount due, according to such accounts, together with an additional ten per cent. (10%) thereof, which shall be in full for its services and the use of its plant and appliances during the said month.

IV. The Consolidated Gas Company of New York shall have a right to examine, at any reasonable time during business hours, the manufacturing records, books and bills of cost of the said constituent materials and labor, and also any other books, bills and papers containing records of the total cost of the gas manufactured under the terms of this contract.

7329 V. This contract may be terminated at any time, after July 1, 1904, at the option of either party hereto, by its giving notice of its election so to do one year in advance of the date of such termination.

VI. If no notice of termination shall have been given, under the provisions of the preceding paragraph, the Consolidated Gas Company of New York may renew this agreement upon the same terms and under the same conditions for an additional period of five (5) years, provided the said Company notifies the New York Mutual Gas Light Company, in writing, during the last six months of the present term, of its election so to do.

In Witness Whereof, the Company have caused this agreement to be executed under their respective corporate seals by their respective Presidents and attested by their respective Secretaries, the day and year first above written.

CONSOLIDATED GAS COMPANY OF NEW YORK,

[SEAL.] By H. E. GAWTRY, President.

Attest:

R. A. CARTER, *Secretary.*

NEW YORK MUTUAL GAS LIGHT COMPANY,

[SEAL.] By R. M. GALLAWAY, *President.*

Attest:

W. C. BESSON, *Secretary.*

7330 COMPLAINANT'S EXHIBIT 91.

AGENCY AGREEMENT.

Agreement, made the 31st day of December, 1902, between the Consolidated Gas Company of New York and the New Amsterdam Gas Company, corporation duly organized and existing under the laws of the State of New York.

I. The Consolidated Gas Company of New York hereby employs the New Amsterdam Gas Company as its agent, and upon the terms hereinafter mentioned, to manufacture, produce and deliver to it, for the term of five years, such illuminating gas of the illuminating power required by the laws of the State of New York, as it may require during each year for said term of five years—estimated to be equal to at least 500,000,000 cubic feet per year, and to deliver the same to the gas holders, mains or meters of the Consolidated Gas Company of New York in such quantities and at such times as may be reasonably required by it.

The New Amsterdam Gas Company agrees to manufacture, produce and deliver such gas aforesaid as the agent of the Consolidated Gas Company of New York.

2. The New Amsterdam Gas Company shall as agent for the Consolidated Gas Company of New York purchase all the constituent materials and furnish labor necessary for such manufacture, production and delivery and employ in such manufacture, production and delivery, its own plant and appliances.

3. At the expiration of each month the New Amsterdam Gas Company shall render to the Consolidated Gas Company of New

7331 York an account of the cost of gas materials used and the gas labor furnished in manufacturing said gas together with the so-called station repairs during said month, and the Consolidated Gas Company of New York agrees to pay to the New Amsterdam Gas Company within ten days thereafter the amount due according to the said account, together with an additional ten per cent. thereof, which shall be in full for the services of the latter Company, and for the use of its plant and appliances during said month, and in full also for all claims for taxes on said plant and for insurance thereon and for all administrative and general expenses and of all other claims whatsoever, except as hereinafter mentioned.

4. The Consolidated Gas Company of New York shall have the right to examine at any reasonable time during business hours the manufacturing records, books and bills of the cost of the materials and labor, and also any other books, bills and papers containing records of the total cost of the gas manufactured under the terms of this contract.

5. The Consolidated Gas Company of New York further agrees that it will at the end of every period of six months during the term of this agreement pay to the New Amsterdam Gas Company interest at the rate of five (5) per cent. per annum for the previous six months upon the amounts expended by the New Amsterdam Gas

Company in making additions to its Ravenswood Works since March 1, 1901, for the purpose of increasing or facilitating the manufacture of gas.

6. This agreement may be terminated at any time after July 1, 1904, at the option of either party hereto, by its giving notice
7332 of its election so as to do one year in advance of the date of such termination.

7. If no notice of termination shall have been given under the provisions of the preceding paragraph, the Consolidated Gas Company of New York may renew this agreement upon the same terms and under the same conditions for an additional period of five (5) years, providing the said Company notifies the New Amsterdam Gas Company in writing during the last six months of the present term of its election so to do.

In Witness Whereof, the Companies have caused this agreement to be executed under their respective corporate seals by their respective Presidents and attested by their respective Secretaries the day and year first above written.

CONSOLIDATED GAS COMPANY OF NEW YORK,

[SEAL.] By W. R. ADDICKS, *Vice-President.*

Attest:

R. A. CARTER, *Secretary.*

NEW AMSTERDAM GAS COMPANY,

[SEAL.] By G. W. DOANE, *Vice-President.*

Attest:

M. M. GRAHAM, *Secretary.*

7333 COMPLAINANT'S EXHIBIT 92.

AGENCY AGREEMENT.

Agreement, made the 31st day of December, 1902, between the Consolidated Gas Company of New York and the Standard Gas Light Company of the City of New York, corporations duly organized and existing under the laws of the State of New York.

I. The Consolidated Gas Company of New York hereby employs the Standard Gas Light Company of the City of New York, as its agent and upon the terms hereinafter mentioned, to manufacture, produce and deliver to it for the term of five (5) years, such illuminating gas of the illuminating power required by the laws of the State of New York as it may require, during each year, for the said term of five (5) years, estimated to be equal to at least five hundred million (500,000,000) cubic feet per year, and to deliver the same to the gas holders, mains or meters of the Consolidated Gas Company of New York, in such quantities and at such times as may be reasonably required by it.

The Standard Gas Light Company of the City of New York agrees to manufacture, produce and deliver such gas, as aforesaid, as the agent of the Consolidated Gas Company of New York.

II. The Standard Gas Light Company of the City of New York

COMPLAINANT'S EXHIBIT 93.

CONSOLIDATED GAS COMPANY OF N. Y.

SUMMARY OF OPERATIONS FOR THE NOMINAL YEAR ENDING OCT. 31st, 1905.

	Quantity.	Price per unit	Amount.	Quantity per M. c. f. made	Cost per M. c. f. made	Cost per M. c. f. sold
Coal: Bituminous—Tons	235,586.75	$3.21	$758,068.60	49.50	7.11	7.33
Anthracite— "	105,661.87	4.37	461,820.64	22.20	4.33	4.47
Boiler — "	9,159.00	3.94	36,075.16	1.92	0.34	0.35
Cartage — "	..	..	18,250.48	..	0.17	0.18
Labor handling	..	..	50,506.25	..	0.48	0.49
Total			$1,324,721.13	..	12.43	12.82
Residuals:						
Coke—Loads	171,400.32	2.00	$343,526.94	..	3.22	3.32
Less—Labor handling	..	..	36,694.71	..	0.34	0.35
Cartage			12,360.66	..	0.12	0.12
Net			$294,471.57	..	2.76	2.85
Tar (Coal) Tons Carbonized	235,586.73	29.09	68,527.08	..	0.64	0.66
Ammoniacal Liquor (Lbs.)	4,983,751	01.36	67,807.44	.46	0.64	0.66
Carbon	549,590	01.00	5,495.90	.05	0.05	0.05
Spent Oxide	4,391,524	00.11	4,769.38	..	0.05	0.05
Oil Tar—Gallons	2,823,384	01.90	53,637.10	.27	0.50	0.52

[illegible]	[illegible]	[illegible]	[illegible]	.40	0.04	0.09
Carbon	849,590	01.00	5,495.90	.05	0.05	0.05
Spent Oxide	4,391,524	00.11	4,769.38	..	0.05	0.05
Oil Tar—Gallons	2,823,384	01.90	53,637.10	.27	0.50	0.52
Total Residuals	..		494,708.47	..	4.64	4.79
Net Total	..		830.012.66	..	7.79	8.03
Coke used—Tons	22,738.25	3.23	73,346.02	4.21	0.69	0.71
Labor			1,473.08	..	0.01	0.01
Cartage			43.87	..	..	..
Total			74,862.97	..	0.70	0.72
Naphtha—Gallons	5,587	04.37	244.43	..	..	..
Gas Oil— "	41,504,907	04.08	1,693,646.16	3.89	15.89	16.39
Lime—Bushels	59,400	04.98	2,957.93	..	0.03	0.03
Oxide— "	119,310	15.82	18,878.43	..	0.18	0.18
Water—Cubic Feet	23,609,400	$1.00 M.	23,609.40	..	0.22	0.23
Fuel Oil Labor (including Drip Oil Labor used in mfg.)	..	..	4,434.13	..	0.04	0.04
Oil, Waste and Sundries	..	..	5,279.95	..	0.05	0.05
Cartage	..	..	17,830.15	..	0.17	0.17
Labor	..	..	389,322.92	..	3.65	3.77
Net amount of Material and Labor	..	..	3,061,079.13	..	28.72	29.61
Repairs (at Stations)	..	..	211,095.54	..	1.98	2.05
Expense	..	..	62,441.83	..	0.58	0.60
Distribution	..	..	90,399.52	..	0.85	0.87
Profit and Loss Adjustment	..	..	4,101.12	..	0.04	0.04
Experiments	..	..	2,912.70	..	0.03	0.03
Depreciation	..	..	51,532.36	..	0.48	0.50
Station Cost	..	..	3,483,562.20	..	32.68	33.70
Cost of Gas Mfg. under Agency Agreement	..	..	1,022,236.28	..	33.38	34.42
Total	.	..	4,505,798.48	..	32.84	33.85
Expense	..	..	583,278.52	..	..	4.38
Distribution	..	..	285,273.04	..	..	2.15
Repairs to Gas Stoves	..	..	52,063.05	..	..	0.39
do Mains	..	..	131,550.93	..	..	0.99
do Services	..	..	86,048.81	..	..	0.64
do Meters	..	..	172,280.18	..	..	1.30
do Buildings	..	..	16,868.97	..	..	0.13
do Tools	.	..	15,160.59	..	..	0.11
Street Lamps	..	..	285,701.13	..	..	2.15
Interest on Consumers' Deposits	..	..	52,315.73	..	..	0.40
Bad and Doubtful Debts	..	..	85,737.15	..	..	0.63
Profit and Loss Adjustment	..	..	*8,260.96*	..	..	*0.06*
Contingent Expense and Depreciation	..	..	1,114,236.38	..	..	8.37
Total Distribution	..	..	2,872,273.52	..	..	21.58
Expense—General Office	..	..	276.823.22	..	..	2.09
Vacations and Sickness	..	..	7,995.41	..	..	0.06
Automobiles	..	..	4,354.26	..	..	0.03
Advertising and Legal	..	.	62,861.02	..	..	0.47
Real Estate Rents	..	..	51,558.12	..	..	0.39
Contributions to Employees' Aid Society	..	..	6,392.21	..	..	0.05
Superannuation	..	..	14,803.57	..	..	0.11
Insurance	..	..	55,525.90	..	..	0.42
Taxes	..	..	803,127.46	..	..	6.03
Total General Expenses	..	..	1,283,441.17	..	..	9.65

Water—Cubic Feet	28,600,400	$1.00 M.	28,600.40	..	0.22	0.23
Fuel Oil Labor (including Drip Oil Labor used in mfg.)	..	..	4,434.13	..	0.04	0.04
Oil, Waste and Sundries	..	..	5,279.95	..	0.05	0.05
Cartage	..	..	17,830.15	..	0.17	0.17
Labor	..	..	389,322.92	..	3.65	3.77
Net amount of Material and Labor	..	..	3,061,079.13	..	28.72	29.61
Repairs (at Stations)	..	..	211,095.54	..	1.98	2.05
Expense	..	..	62,441.83	..	0.58	0.60
Distribution	..	..	90,399.52	..	0.85	0.87
Profit and Loss Adjustment	..	..	4,101.12	..	0.04	0.04
Experiments	..	..	2,912.70	..	0.03	0.03
Depreciation	..	..	51,532.36	..	0.48	0.50
Station Cost	..	..	3,483,562.20	..	32.68	33.70
Cost of Gas Mfg. under Agency Agreement	..	..	1,022,236.28	..	33.38	34.42
Total	.	..	4,505,798.48	..	32.84	33.85
Expense	..	..	583,278.52	..	..	4.38
Distribution	..	..	285,273.04	..	..	2.15
Repairs to Gas Stoves	..	..	52,063.05	..	..	0.39
do Mains	..	..	131,550.93	..	..	0.99
do Services	..	..	86,048.81	..	..	0.64
do Meters	..	..	172,280.18	..	..	1.30
do Buildings	..	..	16,868.97	..	..	0.13
do Tools	.	..	15,160.59	..	..	0.11
Street Lamps	..	..	285,701.13	..	..	2.15
Interest on Consumers' Deposits	..	..	52,315.73	..	..	0.40
Bad and Doubtful Debts	..	..	85,757.15	..	..	0.63
Profit and Loss Adjustment	..	..	*8,260.96*	..	..	*0.06*
Contingent Expense and Depreciation	..	..	1,114,236.38	..	..	8.37
Total Distribution	..	..	2,872,273.52	..	..	21.58
Expense—General Office	..	..	276,823.22	..	..	2.09
Vacations and Sickness	..	..	7,995.41	..	..	0.06
Automobiles	..	..	4,354.26	..	..	0.03
Advertising and Legal	..	.	62,861.02	..	..	0.47
Real Estate Rents	..	..	51,558.12	..	..	0.39
Contributions to Employees' Aid Society	..	..	6,392.21	..	..	0.05
Superannuation	..	..	14,803.57	..	..	0.11
Insurance	..	..	55,525.90	..	..	0.42
Taxes	..	..	803,127.46	..	..	6.03
Total General Expenses	..	..	1,283,441.17	..	..	9.65
Fixed Charges	..	..	936,883.24	..	..	7.04
Total Operating	..	..	$9,598,396.41	..	..	72.12

Gas Made—Consolidated Stations	10,659,909,000		
Stations of other Co's—under Agcy. agree't	3,062,354,768	13,722,263,768	Cu. Ft.
Gas Sold—Made at Consolidated Stations	10,337,979,747		
" " other Co's. " " " "	2,970,384,026	13,308,363,773	" "
Excess make over Sales (3.02%)		413,899,995	" "
Gas Sales, cubic feet	13,308,363,773		

NOTE—Figures in *italics* in red ink in original.

COMPLAINANT'S EXHIBIT 94.

CONSOLIDATED GAS COMPANY OF NEW YORK.

SUMMARY OF OPERATIONS FOR THE CALENDAR YEAR 1905.

	Quantity.	Price per unit	Amount.	Quantity per M. c. f. made	Cost per M. c. f. made	Cost per M. c. f. sold
Coal: Bituminous—Tons	229,282.81	$3.18	$729,606.21	48.19	6.84	7.00
Anthracite— "	106,024.68	4.36	462,680.25	22.82	4.34	4.44
Boiler — "	10.399.67	3.67	38,156.43	2.19	0.36	0.37
Cartage — "	..	..	18,222.89	..	0.17	0.18
Labor handling	..	..	49,150.07	..	0.46	0.47
Total	..	..	1,297,815.85	..	12.17	12.46
Residuals:						
Coke—Loads	167,071.70	2.02	338,300.91	..	3.17	3.25
Less—Labor handling	..	..	35,678.39	..	0.34	0.34
Cartage	..	..	11,164.97	..	0.10	0.11
Net	..	..	291,457.55	..	2.73	2.80
Tar (Coal) Tons Carbonized	229,282.81	28.59	65.546.70	..	0.62	0.63
Ammoniacal Liquor (Lbs.)	4,896.886	01.34	65,849.65	..	0.62	0.63
Carbon	485,720	01.00	4,857.20	..	0.04	0.05
Spent Oxide	5,577.034	00.11	6,196.47	..	0.06	0.06
Oil Tar—Gallons	2,710,826	01.93	52,207.26	..	0.49	0.50
Total Residuals	..	..	486,114.83	..	4.56	4.67
Net Total	..	..	811,701.02	..	7.61	7.79
Coke used—Tons	19,892.54	$3.22	63,972.09	..	0.60	0.61
Labor	.	..	1,293.31	..	0.01	0.01
Cartage	..	..	43.87	..	..	..
Total	..	..	65,309.27	..	0.61	0.62
Naphtha—Gallons	5,587	04.38	244.43	..	..	..
Gas Oil— "	41,876,670	04.23	1,769,968.42	3.93	16.61	16.99
Fuel Oil— "	2,502	02.00	50.04	..	..	..
Lime—Bushels	62,374	04.99	3,114.02	..	0.03	0.03
Oxide— "	121,485	15.78	19,173.35	..	0.18	0.18
Water—Cubic Feet	22,684,200	$1.00 M.	22,684.20	..	0.22	0.22
Fuel Oil (including Drip Oil Labor, if used in mfg.)	..	..	4,424.70	..	0.04	0.04
Oil, Waste and Sundries	..	..	5,407.15	..	0.05	0.06
Cartage	..	..	17,123.60	..	0.16	0.17
Labor	..	..	382,632.04	..	3.59	3.67
Net amount of Material & Labor	..	..	3,101,832.24	..	29.10	29.77
Repairs to Apparatus	..	..	169,197.39	..	1.59	1.62
do Buildings	..	..	24,900.69	..	0.23	0.24
do Tools and Implements	.	..	16,228.48	..	0.16	0.16
Expense	.	..	59,016.97	..	0.55	0.57
Distribution	..	..	31,855.34	..	0.30	0.31
Experiments	..	..	3,030.08	..	0.03	0.03
Profit and Loss Adjustment	..	..	7,508.39	..	0.07	0.07
Distributing Station Expenses	..	..	56,538.57	..	0.53	0.54

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Mfg.)			4,424.70		0.04	0.04
Oil, Waste and Sundries			5,407.15		0.05	0.06
Cartage			17,123.60		0.16	0.17
Labor			382,632.04		3.59	3.67
Net amount of Material & Labor			3,101,832.24		29.10	29.77
Repairs to Apparatus			169,197.39		1.59	1.62
do Buildings			24,900.69		0.23	0.24
do Tools and Implements			16,228.48		0.16	0.16
Expense			59,016.97		0.55	0.57
Distribution			31,855.34		0.30	0.31
Experiments			3,030.08		0.03	0.03
Profit and Loss Adjustment			*7,508.39*		*0.07*	*0.07*
Distributing Station Expenses			56,538.57		0.53	0.54
Station Cost			3,455,091.37		32.42	33.17
Cost of Gas Mfg. under Agency Agreements			997,039.89		34.04	34.82
Total Cost at Holder			4,452,131.26		32.77	33.52
Expense			490,855.36			03.69
Distribution			281,524.12			02.12
Repairs to Gas Stoves			55,954.35			00.42
do Mains			126,110.31			00.95
do Services			89,033.46			00.67
do Meters			172,925.52			01.30
do Buildings			15,116.68			00.11
do Tools and Implements			15,610.59			00.11
Street Lamps			289,259.09			02.18
Interest on Consumers' Deposits			51,391.52			00.39
Bad and Doubtful Debts			82,995.11			00.63
Profit and Loss Adjustment			*29,683.92*			*00.22*
Total Distribution			1,641,092.19			12.35
Expense—General Office			339,999.51			02.56
Vacations and Sickness			8,175.20			00.06
Automobiles			5,064.16			00.04
Advertising and Legal			105,800.02			00.80
Real Estate Rents			42,674.71			00.32
Gas Companies' Mutual Aid Society			6,413.99			00.05
Superannuation			14,943.86			00.11
Insurance			54,031.83			00.41
Taxes			965,843.88			07.27
Contingent Expense (includes renewals)			1,328,316.37			10.00
Total General Expenses			2,871,263.53			21.62
Fixed Charges			972,423.44			07.32
Total Operating			$9,936,910.42			74.81
Gas made at Consolidated Co.'s Stations				10,657,810,000		
" " " Other Co.'s Stations under Agcy. Agmt				2,929,210,322		13,587,020,322
Gas sold—Made at Consolidated Co.'s Stations				10,419,461,426		
Other Co.'s Stations under Agcy. Agmt				2,863,702,341		13,283,163,767
Excess make over sales (2.24%)						303,856,555
Gas Sales, cubic feet				13,283,163,767		

NOTE.--Figures in *italics* in red ink in original.

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shall, as agent for the Consolidated Gas Company of New York, and at reasonable rates, purchase all the constituent materials and furnish the labor necessary to such manufacture, production and delivery and employ in such manufacture, production and delivery its own plant and appliances.

III. At the expiration of each month, The Standard Gas
7334 Light Company of the City of New York shall render to the Consolidated Gas Company of New York an account of all expenditures for constituent materials and labor made by it, as aforesaid, during such month, and the Consolidated Gas Light Company of New York agrees to pay to The Standard Gas Light Company of the City of New York, within ten (10) days thereafter, the amount due, according to such accounts, together with an additional ten per cent. (10%) thereof which shall be in full for its services and the use of its plant and appliances during the said month.

IV. The Consolidated Gas Company of New York shall have a right to examine, at any reasonable time during business hours, the manufacturing records, books and bills of cost of the said constituent materials and labor, and also any other books, bills and papers containing records of the total cost of the gas manufactured under the terms of this contract.

V. This agreement may be terminated at any time, after July 1, 1904, at the option of either party hereto, by its giving notice of its election so to do one year in advance of the date of such termination.

VI. If no notice of termination shall have been given, under the provisions of the preceding paragraph, the Consolidated Gas Company of New York may renew this agreement upon the same terms and under the same conditions for an additional period of five (5) years provided the said Company notifies the Standard Gas Light Company of the City of New York, in writing, during the last six months of the present term of its election so to do.

7335 In Witness Whereof, the Companies have caused this agreement to be executed under their respective corporate seals by their respective Presidents and attested by their respective Secretaries, the day and year first above written.

CONSOLIDATED GAS COMPANY OF NEW YORK,

(Signed) By H. E. GAWTRY, *President.*

[SEAL.]

Attest:

(Sd.) R. A. CARTER, *Secretary.*

THE STANDARD GAS LIGHT COMPANY OF THE CITY OF NEW YORK,

(Signed) FRANK TILFORD, *President.*

[SEAL.]

Attest:

(Sd.) BENJ. WHITELY, *Treasurer.*"

(Here follow Complainant's Exhibits No. 93 and 94 marked pp. 7336 and 7337.)

7338 COMPLAINANT'S EXHIBIT 95.

CONSOLIDATED GAS CO. OF N. Y.

INCOME AND EXPENSES.

Nominal Year Ending October 31, 1905.

Gas Sales	$13,570,580.77
Operating Expenses, including Taxes	8,661,513.17
Net earnings	4,909,067.60
Fixed Charges	936,883.24
Surplus Earnings from Gas Business	3,972,184.36
Miscellaneous Income	170,766.40
Income from Securities owned	1,051,496.62
	1,222,263.02
Total Income	5,194,447.38
Dividends paid	7,200,000.00
Deficit drawn from Surplus	$2,005,552.62

7339 COMPLAINANT'S EXHIBIT 96.

CONSOLIDATED GAS CO. OF N. Y.

INCOME AND EXPENSES.

Calendar Year 1905.

Gas Sales	$13,552,482.97
Operating Expenses, including Taxes	8,964,486.98
Net Earnings	4,587,995.99
Fixed Charges	972,423.44
Surplus Earnings from Gas Business	3,615,572.55
Miscellaneous Income	172,710.53
Income from Securities owned	1,065,641.74
	1,238,352.27
Total Income	4,853,924.82
Dividends paid	6,800,000.00
Deficit drawn from Surplus	$1,946,075.18

(Here follows State Exhibit B, marked p. 7340.)

STATE EX

CONSOLIDATED GAS CO

STATEMENT OF SECURITIES AND OBLIGATIONS O

June 30

	To
Brush Electric Illuminating Co., 1st Mortgage Bonds.....	$2
New Amsterdam Gas Company, Preferred Stock.....	8,
" " " " Common Stock	12,
" " " " 1st Mortgage Bonds.....	
New York Edison Company, Capital Stock.....	45,
New York Mutual Gas Light Co., Capital Stock.....	1,
Standard Gas Light Company, Preferred Stock.....	4,
" " " " Common Stock	4,
United Electric Light & Power Co., Preferred Stock.....	1,
" " " " " Common Stock	3,
" " " " " 1st Mortgage Bonds....	4,
" " " " " Notes and Interest.....	
" " " " " Loan	
Westchester Lighting Company, Preferred Stock.....	2,
" " " Common Stock	10,
" " " General Mortgage Bonds..	
Total	$100,
Astoria Light, Heat & Power Co., 1st Mortgage Bonds.....	
" " " " " Capital Stock	
" " " " " Notes	6,
National Coke and Coal Co., Capital Stock.....	
Total	$7,
Total All Companies.....	$108,

STATE EXHIBIT B.

CONSOLIDATED GAS COMPANY OF NEW YORK.

STATEMENT OF SECURITIES AND OBLIGATIONS OF OTHER COMPANIES ACQUIRED (PAR VALUE).

June 30th, 1906.

	Total	Book Value	Return on Investment	
Brush Electric Illuminating Co., 1st Mortgage Bonds.....	$275,000.00	$275,000.00	$13,750.00	
New Amsterdam Gas Company, Preferred Stock.....	8,991,475.00			
" " " " Common Stock	12,154,592.50	4,814,608.03		
" " " " 1st Mortgage Bonds.....	860.00			
New York Edison Company, Capital Stock.....	45,041,000.00	18,202,969.63		
New York Mutual Gas Light Co., Capital Stock.....	1,886,200.00	5,703,290.65	169,758.00	
Standard Gas Light Company, Preferred Stock.....	4,096,100.00	14,587,495.23	533,538.00	
" " " " Common Stock	4,796,200.00			
United Electric Light & Power Co., Preferred Stock.....	1,641,888.03			
" " " " " Common Stock	3,654,145.71			
" " " " " 1st Mortgage Bonds....	4,818,000.00	9,452,063.48	301,648.78	
" " " " " Notes and Interest.....	963,998.32			
" " " " " Loan	50,000.00			
Westchester Lighting Company, Preferred Stock.....	2,500,000.00			
" " " Common Stock	10,000,000.00			
" " " General Mortgage Bonds..	7,600.00	5,707.50	17.50	
Total	$100,877,059.56	$53,041,134.52	$1,018,712.28	= 1.92% on Investment.
Astoria Light, Heat & Power Co., 1st Mortgage Bonds.....	375,000.00	300,000.00		
" " " " " Capital Stock	500,000.00	500,000.00		
" " " " " Notes	6,210,000.00	6,210,000.00		
National Coke and Coal Co., Capital Stock.....	50,000.00	50,000.00	5,000.00	
Total	$7,135,000.00	$7,060,000.00	$5,000.00	
Total All Companies.....	$108,012,059.56	$60,101,134.52	$1,023,712.28	

7341

STATE EXHIBIT C.

REPORT

OF THE

CONSOLIDATED GAS CO.

OF

NEW YORK

TO THE

STATE BOARD OF TAX COMMISSIONERS

OF THE

STATE OF NEW YORK

FOR THE

Year Ending June 30, 1905.

Recorded—Received Dec. 4, 1905.—Board of Tax Commissioners, Albany, N. Y.

7342

OFFICE OF THE

STATE BOARD OF TAX COMMISSIONERS,

ALBANY.....

SIR:

The following forms, prepared in conformity with the requirements of law, are forwarded you for use in preparing the Report of your company required by Section 43, Chapter 712, Laws 1899.

☞ It is requested that you complete and forward such report as required by that Act on or before December 1, 1905.

Very respectfully,

STATE BOARD OF TAX COMMISSIONERS.

EXTRACT FROM LAW RELATING TO TAXATION OF SPECIAL FRANCHISES.

SECTION 1. Subdivision three of section two of the tax law is hereby amended to read as follows:

3. The terms "land," "real estate," and "real property," as used in this chapter, include the land itself above and under water, all

buildings and other articles and structures, substructures and superstructures, erected upon, under, or above or affixed to the same; all wharves and piers, including the value of the right to collect wharfage, cranage or dockage thereon; all bridges, all telegraph lines, wires, poles, and appurtenances; all supports and inclosure for electrical conductors and other appurtenances upon, above and under ground, all surface, under ground or elevated railroads, including the value of all franchises, rights or permission to construct, maintain or operate the same in, under, above, on or through streets, highways or public places; all railroad structures, substructures and superstructures; tracks and the iron thereon; branches, switches and
7343 other fixtures permitted or authorized to be made, laid or placed in, upon, above or under any public or private road, street or ground; all mains, pipes and tanks laid or placed in, upon, above or under any public or private street or place for conducting steam, heat, water, oil, electricity or any property, substance or product capable of transportation or conveyance therein or that is protected thereby including the value of all franchises, rights, authority or permission to construct, maintain or operate in, under, above, upon, or through any streets, highways or public places, any mains, pipes, tanks, conduits, or wires, with their appurtenances, for conducting water, steam, heat, light, power, gas, oil, or other substance, or electricity for telegraphic, telephonic or other purposes; all trees and underwood growing upon land, and all mines, minerals, quarries and fossils in and under the same, except mines belonging to the state. A franchise, right, authority or permission specified in this subdivision shall for the purpose of taxation be known as a "special franchise." A special franchise shall be deemed to include the value of the tangible property of a person, copartnership, association or corporation situated in, upon, under or above any street, highway, public place or public waters in connection with the special franchise. The tangible property so included shall be taxed as a part of the special franchise. No property of a municipal corporation shall be subject to a special franchise tax.

7344 SCHEDULE A.

Title of Company, Consolidated Gas Co. of New York.
General Offices at # 4 Irving Place, New York City.
Date at close of Fiscal Year, December 31st.
For information concerning this Report address R. A. Carter, Secretary, # 4 Irving Place, New York.

OFFICERS OF THE COMPANY WITH P. O. ADDRESS:

President Vice-President, Samuel Sloan Vice-President, Walter R. Addicks Vice-President, Lewis B. Gawtry Secretary, Robert A. Carter Asst. Secretary, Colin C. Simpson Treasurer, James A. Bennett Asst. Treasurer, Benjamin W. Whiteley	All at # 4 Irving Place, New York.

TRUSTEES OF THE COMPANY:

Name.	P. O. Address.
Harrison E. Gawtry,	# 4 Irving Place, New York City.
Samuel Sloan,	# 26 Exchange Place, New York City.
William Rockefeller,	# 26 Broadway, New York City.
M. Taylor Pyne,	# 52 Wall St., New York City.
George F. Baker,	# 2 Wall St., New York City.
James Stillman,	# 52 Wall St., New York City.
Stephen S. Palmer,	# 52 Wall St., New York City.
F. Augustus Schermerhorn,	# 41 Liberty St., New York City.
Anthony N. Brady,	# 54 Wall St., New York City.
Thomas F. Ryan,	Oak Ridge, Virginia.
Frank Tilford,	# 208 Fifth Ave., New York City.
John W. Sterling,	# 44 Wall St., New York City.

7345 SCHEDULE B.

Description of special franchise, showing streets, highways or public places possessed or rights enjoyed and in what tax district or districts same is located:

Note: If this information was given in former report and map filed, state such fact, giving only additional grants since last report.

The information called for under this schedule was filed with the report for 1899 and reference is made thereto.

A map filed at that time gave all the information that it is possible to give.

This report should be accompanied by maps showing the location and extent of all property subject to taxation as a "Special Franchise."

SCHEDULE C.

Copy of special law, grant, ordinance or contract or reference to general law under which "special franchise is held, possessed or enjoyed and statement of any condition, obligation or burden imposed upon such special franchise, or under which the same is enjoyed:"

Note: If this information was given in former report and copies filed, state such fact, giving only additional rights since last report.

Same remarks as under Schedule "B."

Any matter attached to the report should conform, if possible, to size of this blank.

SCHEDULE D.

Statement of Assets and Liabilities, June 30, 1905.

Assets.	Amount.	Liabilities.	Amount.
Real Estate and Plant	$19,678,612.76	Capital Stock	$80,000,000.00
Mains and Services	4,398,160.82	Funded Debt	21,245,100.00
Bonds and Obligations of other Companies	11,243,442.36	Accounts and Bills Payable	4,540,139.59
Stocks of other Companies	47,588,452.12	Int. on Funded Debt Due & Acc'd	11,558.33
Material and Supplies	595,410.39	Rentals Due and Accrued	50,812.50
Accounts and Bills Receivable	4,955,680.69	Dividends unpaid	1,024,159.93
Cash on hand	8,347,355.62	Miscellaneous	
Unclaimed Dividends	50,812.50		
Metropolitan Bond Redemption Fund	500.00		
Contracts, Rights, Etc.	7,781,000.00		
Meters, Stoves and other Personal Property	2,736,516.94		
City of New York Corporate Stock	3,087,500.00		
NOTE.—"Cost" in the above statement is not given for the reasons stated in the report for 1899.			
Profit and Loss		Profit and Loss	3,591,673.85
Total	$110,463,444.20	Total	$110,463,444.20

PAGE BOUND VERTICAL IN BOOK

CAPITAL STOCK. SCHEDULE E.

	No. shares.	Total par value.	Dividends declared during year. Rate.	When payable.	Market value during year. Highest.	Lowest.	Present.
Dept., '04	800,000	$80,000,000.00	2 %	Sept. 15th	220	186	191 at June 30th.
Dec., '04	"	"	2½	Dec. 15 "	These are prices of small lots of shares as reported to have been sold on the N. Y. Stock Exchange.		
Mar., '05	"	"	2½	Mar. 15 "			
June, '05	"	"	2	June 15 "			
Total							

FUNDED DEBT. SCHEDULE F.

Designation of lien.	Date.	Maturity.	Amount outstanding.	Interest. Rate.	When payable.	Market value during year. Highest.	Lowest.	Present.
First Mortgage Bonds of the Met'p'n Gas Lt. Co. of N. Y.	Aug. 1st, 1881	July 31st, 1901	$500.00	Not yet presented for Redemption.				
Debenture Bonds of the Consolidated Gas Co.	May 1st, 1888	May 1st, 1908	$1,387,000.00	5%	May 1st Nov. 1st	No quotations—None offered.		
Convertible Debentures	July 1st, 1904	July 1st, 1909	$19,857,600.00	6%	Jan. 1st July 1st	192¾	169	176 at June 30
			$21,245,100.00					

7348 SCHEDULE G.

Statement of Receipts and Disbursements for Year Ending June 30, 1905.

Receipts.	Amount.
From Actual Operation	$13,626,085.48
Interest and Dividends	1,045,148.88
Rentals (not including tracks)	
Advertising	
Sales of Stock	
Sales of Bonds	19,857,600.00
Bills payable	
Other Sources	483,080.97
Rents Received for Tracks and Terminals	
Deficit	
Total	$35,011,915.33

7349 SCHEDULE G.

Report below must be MADE IN DETAIL as called for.

Disbursements.			Amount.
Salaries of General Officers			$63,041.77
Salaries of Clerks and Office Expenses			700,243.98
Law Expenses			53,592.47
Other Operating Expenses			5,941,170.05
Maintenance	In Streets	$449,187.22	896,366.60
	Outside Streets	$447,179.38	
Reconstruction	In Streets	$	
	Outside Streets	$	
New Construction (Extension)	In Streets	$250,270.84	771,627.92
	Outside Streets	$521,357.08	
Rentals			64,797.51
Interest paid			857,569.87
Stocks and Obligations of other Companies			3,471,115.51
Taxes on Capital Stock and Earnings paid State Comptroller			168,978.20
Taxes paid on Special Franchise	Years 1900 & 1901.	$534,276.67	
	Interest on same	154,640.26	688,916.93
Taxes on Real Estate in this State other than Special Franchise			190,797.71
Taxes on Personal Estate in this State			91,833.06
Taxes on property in other States			875.00
Loans and Advances			1,860,000.00
City of New York Corporate Stock			3,087,500.00
Payments Covered by Sec. 46, Tax Law.	Bills Payable and Loans Cancelled		1,625,000.00
	Debenture Bonds Redeemed—Consolidated Gas Co		63,000.00
	Bonds and Mortgage Cancelled		15,000.00
	Other items		
Dividends paid ..... % Common Stock			7,200,000.00
Dividends paid ..... % Preferred Stock			
Amount paid for New Street Paving			
Surplus			7,200,488.75
Total			$35,011,915.33

PAGE BOU

Statement of Cost to Reproduce New Property in Streets, Highways, Etc., Value, Less Depreciation and Same Outside, with Assessment in Each Tax District.

Name of each township and city, wherein located, and wards in city where different tax rates prevail.	Present value of property *in streets, highways, and public places* on basis of cost of reproduction (new).	Present value of property *in streets, highways, and public places* (allowing depreciation).	Present value of property *outside* streets, highways, and public places on basis of cost of reproduction (new).	Present value of property *outside* streets, highways, and public places (allowing depreciation).	Assessment of real estate *in* streets, highways, etc., in 1905.	Assessment of real estate *outside* streets, highways, etc., in 1905.	Remarks.
City of New York Borough of Manhattan	$5,801,466.10	$4,398,160.82	$106,065,283.38	.....	.....	$12,062,500.00	
			The details of this item appear in Schedule "D." It includes all property except the property in the streets as stated. It includes the value of the "Intangible Special Franchises" of the Company, there being no method by which the value of the "Special Franchises" can be separated from the Company's other property and Franchises.		The State Board in 1905 assessed the Special Franchise at $27,300,000.00 which includes the Company's Tangible property in the streets.		

7352 SCHEDULE L.

Detailed statement of shares of stock actually owned in other corporations which are taxable on their capital stock and on all other non-taxable securities owned.

Description.			Amount. Par value.
Astoria Light, Heat & Power Co.....	5,000	Shares	$500,000.00
National Coke & Coal Co.....	500	"	50,000.00
New Amsterdam Gas Co.—Common..	121,542	"	12,154,200.00
" " " " —Preferred.	89,913	"	8,991,300.00
" " " " —Scrip.....	.....	"	567.50
New York Edison Co.....	450,410	"	45,041,000.00
New York Mutual Gas Light Co.....	18,862	"	1,886,200.00
Standard Gas Light Co.—Common...	47,962	"	4,796,200.00
" " " " —Preferred...	40,961	"	4,096,100.00
United Electric Light & Power Co.:			
Common..	36,540	"	3,654,000.00
" " " Preferred.	16,418	"	1,641,800.00
" " " Scrip.....	.....	"	233.74
Westchester Lighting Co.—Common..	100,000	"	10,000,000.00
" " " —Preferred.	25,000	"	2,500,000.00
Total.....			$95,311,601.24

Value of tangible, personal property, material, supplies, cars, wires, pipes, etc.....	$3,331,927.33
Total assessment of personal property.....	6,000,000.00
Is there any contest on 1905 personal assessment?....	—No—

(Here follows facsimile marked p. 7353.)

Tax District, Borough of Manhattan County, New York

GAS

Report only on property located in, upon, under or above Streets, Highways (including Crossings over 250 ft.) and Public Places Laid Previous to June 30, 1905.

Diameter of pipe. Inches.	Length in Feet. Cast Iron.	Length in Feet. Steel and Wrought Iron.	Average age years.	Wt. per foot.	Valves and Boxes. Number.	Valves and Boxes. Size in Inches.	Valves and Boxes. Age, Years.	Hydrants. Number	Hydrants. Age, Years.	Service Connections. Size and Number.	Service Connections. Length in feet.	Service Connections. Age.	Service Connections. Kind	Kind of Paving.
1½	1,407									86,902				
2	22,826													
3	394,336													
4	695,632													
5	5,902													
6	2,113,874													
8	518,653													
10	71,342													
12	319,235													
16	96,315													
18	29,633													
20	178,933													
24	39,623													
30	131,713													
36	22,242													
Total	4,641,866 Feet	— None —	Have no means of determining their average age.	We do not know this and our records do not show it.	Impossible to answer.						— Average 30 feet. —	— From 1 to 30 years. —	— Wrought Iron. —	Belgian Blocks—Asphalt, Granite on Concrete, Etc.

Report only the property located in, upon, under or above Streets, Highways (including Crossings over 250 ft.) and Public Places Laid Previous to June 30, 1905.

Diameter of pipe. Inches.	Length in Feet. Cast Iron.	Steel and Wrought Iron.	Average age years.	Wt. per foot.	Valves and Boxes. Number.	Size in Inches.	Age, Years.	Hydrants. Number	Age, Years.	Service Connections. Size and Number.	Length in feet.	Age.	Kind	Kind of Paving.
1½	1,407									86,902				
2	22,826													
3	394,336													
4	695,632													
5	5,902													
6	2,113,874													
8	518,653													
10	71,342													
12	319,235													
16	96,315													
18	29,633													
20	178,933													
24	39,623													
30	131,713													
36	22,242													
Total	4,641,666 Feet.	— None —	Have no means of determining their average age.	We do not know this and our records do not show it.	Impossible to answer.						— Average 30 feet. —	— From 1 to 30 years. —	— Wrought Iron. —	Belgian Blocks—Asphalt, Granite on Concrete, Etc.

Present value reproduced (new).... $5,801,466.10 Rate per 1000 Cu. Ft. {Lighting, $1.00 Fuel, $1.00

Present value allowing depreciation. $4,398,160.82

Laid from June 30, 1905, to Nov. 1, 1905

3	*899*	
4	*7,667*	*Decrease*
6	*15,214*	*564*
8	*9,387*	
10	*56*	

12	2,301
16	2,586
20	*130*
24	5,628
30	*130*
	26,234 Feet.

Value (new), $36,094.93

STATE OF NEW YORK, }
County of New York, } ss.

R. A. CARTER, Secretary of the Consolidated Gas Co. of New York, being duly sworn, deposes and says that the foregoing statements have been compiled from the books and records of this company and from facts in the possession of its officers and employees, and after careful examination of the same, declares them to be a true, full and correct statement of the property of said company and the value thereof as to all the matters herein set forth, to the best of my knowledge and belief.

Subscribed and sworn to before me this 29th day of Nov., 1905. }

R. A. CARTER.

(Seal)

WALLACE YOUNG,
Notary Public,
[SEAL.] King County,

Certificate filed in N. Y. County.

7353

Note.—*Italics* in Red ink in original.

7354 The accompanying blanks are an integral part of this report. A separate blank should be used for *each township, city, and for each ward in a city where the tax rates differ.* Additional blanks will be furnished if a sufficient number does not accompany the report.

They are intended for detailed data showing character of construction. Whenever there are peculiar conditions that tend to cause more rapid depreciation than ordinary, or any special conditions that tend to make the property less valuable, additional data should be furnished.

If any report does not contain the proper blanks for the different fields of construction needed to make a satisfactory report, other blanks will be furnished on request, covering surface street railroads, elevated railroads, surface steam railroads, telegraph, telephone, compressed air, oil, steam heat, electric light and power and subway construction. Other special blanks will be prepared if the nature of any special construction requires them.

The Law requires that every report made under this section shall have annexed thereto the affidavit of the President, Vice-President, Secretary or Treasurer of the association or corporation, or one of the persons or one of the members of the co-partnership making the same.

STATE OF NEW YORK, *County of New York, ss:*

R. A. Carter, Secretary of the Consolidated Gas Co. of N. Y., being duly sworn, deposes and says that the foregoing statements have been compiled from the books and records of this Company, and after careful examination of the same, declares them to be a true, full and correct statement of the property of said Company and the value thereof at the close of the year ending June 30, 1904, as well
7355 as of its financial condition and affairs on the said date, to the best of my knowledge and belief.

R. A. CARTER.

[L. S.]

Subscribed and sworn to before me this 29th day of Nov., 1905.

[SEAL.] WALLACE YOUNG,
Notary Public 5, *Kings County.*

Certificate filed in N. Y. County.

7356 STATE EXHIBIT D.

REPORT

OF THE

CONSOLIDATED GAS COMPANY

OF

NEW YORK

TO THE

STATE BOARD OF TAX COMMISSIONERS

OF THE

STATE OF NEW YORK

FOR THE

Year Ending June 30, 1904.

Recorded—Received Dec., 1904, State Board of Tax Commissioners, Albany, N. Y.

7357 OFFICE OF THE

STATE BOARD OF TAX COMMISSIONERS,

ALBANY.....

SIR:

The following forms, prepared in conformity with the requirements of law, are forwarded you for use in preparing the Report of your company required by Section 43, Chapter 712, Laws 1899

☞It is requested that you complete and forward such report as required by that Act on or before December 1, 1905.

Very respectfully,
STATE BOARD OF TAX COMMISSIONERS.

EXTRACT FROM LAW RELATING TO TAXATION OF SPECIAL FRANCHISES.

SECTION 1. Subdivision three of section two of the tax law is hereby amended to read as follows:

3. The terms "land," "real estate," and "real property," as used in this chapter, include the land itself above and under water, all

buildings and other articles and structures, substructures and superstructures, erected upon, under, or above or affixed to the same; all wharves and piers, including the value of the right to collect wharfage, cranage or dockage thereon; all bridges, all telegraph lines, wires, poles, and appurtenances; all supports and inclosure for electrical conductors and other appurtenances upon, above and under ground, all surface, under ground or elevated railroads, including the value of all franchises, rights or permission to construct, maintain or operate the same in, under, above, on or through streets, highways or public places; all railroad structures, substructures and superstructures; tracks and the iron thereon; branches, switches and other fixtures permitted or authorized to be made, laid or placed in, upon, above or under any public or private road, street or
7358 ground; all mains, pipes and tanks laid or placed in, upon, above or under any public or private street or place for conducting steam, heat, water, oil, electricity or any property, substance or product capable of transportation or conveyance therein or that is protected thereby including the value of all franchises, rights, authority or permission to construct, maintain or operate in, under, above, upon, or through any streets, highways or public places, any mains, pipes, tanks, conduits, or wires with their appurtenances, for conducting water, steam, heat, light, power, gas, oil, or other substance, or electricity for telegraphic, telephonic or other purposes; all trees and underwood growing upon land, and all mines, minerals, quarries and fossils in and under the same, except mines belonging to the state. A franchise, right, authority or permission specified in this subdivision shall for the purpose of taxation be known as a "special franchise." A special franchise shall be deemed to include the value of the tangible property of a person, copartnership, association or corporation situated in, upon, under or above any street, highway, public place or public waters in connection with the special franchise. The tangible property so included shall be taxed as a part of the special franchise. No property of a municipal corporation shall be subject to a special franchise tax.

7359 SCHEDULE A.

Title of Company, Consolidated Gas Company of New York.
General Offices at #4 Irving Place, New York City.
Date at close of Fiscal Year, December 31st.
For information concerning this Report address Robert A. Carter, Secretary, #4 Irving Place.

OFFICERS OF THE COMPANY WITH P. O. ADDRESS:

President, Harrison E. Gawtry,	All at No. 4 Irving Place.
Vice-President, Samuel Sloan,	
Vice-President, Walter R. Addicks,	
Vice-President, Lewis B. Gawtry,	
Secretary, Robert A. Carter,	
Asst. Secretary, Colin C. Simpson,	
Treasurer, James A. Bennett,	
Asst. Treasurer, Benjamin Whiteley,	

TRUSTEES OF THE COMPANY:

Name	*P. O. Address:*
Harrison E. Gawtry,	#4 Irving Place.
Samuel Sloan,	#26 Exchange Place.
William Rockefeller,	#26 Broadway.
M. Taylor Pyne,	#52 Wall St.
George F. Baker,	#2 Wall St.
James Stillman,	#52 Wall St.
Stephen S. Palmer,	#52 Wall St.
F. Augustus Schemerhorn,	#41 Liberty St.
Anthony N. Brady,	#54 Wall St.
Thomas F. Ryan,	#38 Nassau St.
Frank Tilford,	#1412 Broadway.
John W. Sterling,	#44 Wall St.

7360

SCHEDULE B.

Description of special franchise, showing streets, highways or public places possessed or rights enjoyed and in what tax district or districts same is located.

Note: If this information was given in former report and map filed, state such fact, giving only additional grants since last report.

The information called for under this schedule was filed with the report for 1899, and reference is made thereto. A map filed at that time gave all the information that it is possible to give.

This report should be accompanied by maps showing the location and extent of all property subject to taxation as a "Special Franchise."

SCHEDULE C.

Copy of special law, grant, ordinance or contract or reference to general law under which "special franchise is held, possessed or enjoyed and statement of any condition, obligation or burden imposed upon such special franchise, or under which the same is enjoyed."

Note: If this information was given in former report and copies filed, state such fact, giving only additional rights since last report.

Statement under schedule "B" covers this question.

Any matter attached to the report should conform, if possible, to size of this blank.

SCHEDULE D.

Statement of Assets and Liabilities, June 30, 1904.

Assets.	Amount.	Liabilities.	Amount.
Real Estate and Plant	$19,673,075.42	Capital Stock	$80,000,000.00
Mains and Service	4,261,156.39	Funded debt	1,465,500.00
		Accounts and Bills Payable	5,740,962.57
Bonds and obligations of other companies.	8,686,744.70	Int. on Funded Debt Due & Acc'd	12,083.33
*Stocks of other Companies	46,674,034.27	Rentals Due and Accrued	
		Dividends unpaid	39,052.50
	55,360,778.97		
Material and Supplies	697,014.92		
Accounts and Bills Receivable	1,944,968.09		
Cash on hand	1,146,866.87		
Unclaimed Dividends	39,052.50		
Metropolitan Fund	500.00		
Contracts, Rights, etc	7,781,000.00		
Meters, Stoves, and other personal property	2,667,329.77		
NOTE.—"Cost" in the above statement is not given, for the reasons stated in the report for 1899.			
Profit and Loss		Profit and Loss	6,314,144.53
Total	$93,571,742.93	Total	$93,571,742.93

CAPITAL STOCK. SCHEDULE E.

	No. shares.	Total par value.	Dividends declared during year. Rate.	When payable.	Market value during year. Highest.	Lowest.	Present.
Sept., '03	729,176	$72,917,600.00	2%	Sept. 15	209¾	166	193¾ at June 30
Dec., '03	799,863	79,986,300.00	2%	Dec. 15	These are prices of small lots of shares, as reported to have been sold on The N. Y. Stock Exchange.		
Mar., '04	799,989	79,998,900.00	2%	Mar. 15			
June, '04	799,996	79,999,600.00	2%	June 15			
Total							

FUNDED DEBT. SCHEDULE F.

Designation of lien.	Date.	Maturity.	Amount outstanding.	Interest. Rate.	When payable.	Market value during year. Highest.	Lowest.	Present.
First Mortgage Bonds of the Metp'n Gas Lt. Co. of N. Y.	Aug. 1st, 1881	July 31st, 1901	$500.00		Not yet presented for redemption—May 1st			
Debenture Bonds of Consolidated Gas Co.	May 1st, 1888	May 1st, 1908	$1,450,000.00	5%	Nov. 1st	No quotations—None offered.		
Real Estate Mortgage.	Feb'y 28th, 1899	Mar. 28th, 1905	$15,000.00	4½%				
			$1,465,500.00					

7363 SCHEDULE G.

Statement of Receipts and Disbursements for Year Ending June 30, 1904.

Receipts.		Amount.
From Actual Operation		$13,009,822.71
Interest and Dividends		950,187.28
Rentals (not including tracks)		
Advertising		
Capital Stock Issued	$7,082,400.00	
Premium on same	3,899,931.00	
Sales of Stock		10,982,331.00
Sales of Bonds		
Bills Payable		
Other Sources		102,980.24
Rents Received for Tracks and Terminals		
Deficit		
Total		$25,045,321.23

7364 SCHEDULE G.

Report below must be MADE IN DETAIL as called for.

Disbursements.			Amount.
Salaries of General Officers			$71,583.39
Salaries of Clerks and Office Expenses			790,051.44
Law Expenses			42,000.00
			$903,634.83
Other Operating Expenses			5,874,208.97
Maintenance	In Streets	$209,862.91	640,328.77
	Outside Streets	$430,465.86	
Reconstruction	In Streets	$	
	Outside Streets	$	
New Construction (Extension)	In Streets	$204,962.19	277,287.79
	Outside Streets	$72,325.60	
Rentals			11,190.55
Interest paid			170,252.59
Invested in Stock and Securities of other Co.'s			2,456,199.79
Taxes on Capital Stock and Earnings paid State Comptroller			156,566.30
Taxes paid on Special Franchise			
Taxes on Real Estate in this State other than Special Franchise			194,901.10
Taxes on Personal Estate in this State			
Taxes on Property in other States			657.00
			$195,558.10
Stock Scrip Purchased			322.72
Bills Payable Paid off			7,476,654.86
Advanced on Loans			392,459.27
Other Items, Superannuation, Employees' Aid, etc.			18,413.11
Dividends paid, 8% Common Stock			6,258,048.00
Debenture Bonds Purchased			11,385.00
Amount paid for New Street Paving			
Surplus			202,810.58
			$25,045,321.23

Statement of Cost to Reproduce New Property in Streets, Highways, Etc.; Value, Less Depreciation and Same Outside, with Assessment in Each Tax District.

Name of each township and city, wherein located, and wards in city where different tax rates prevail.	Present value of property *in streets, highways, and public places* on basis of cost of reproduction (new).	Present value of property *in streets, highways, and public places* (allowing depreciation).	Present value of property *outside* streets, highways, and public places on basis of cost of reproduction (new).	Present value of property *outside* streets, highways, and public places (allowing depreciation).	Assessment of real estate *in* streets, highways, etc., in 1904.	Assessment of real estate *outside* streets, highways, etc., in 1904.	Remarks.
City of New York Borough of Manhattan	$5,613,221.12	$4,261,156.39	$89,310,586.54	.....	.....	$13,606,000.00	
			The details of this item appear in Schedule "D." It includes all property except the property in streets as stated. It includes the value of the "Intangible Special Franchises" of the Company, there being no method by which the value of the "Special Franchises" can be separated from the Company's other property and Franchises.		The State Board in 1904 assessed the Special Franchise at $21,900,000.00, which includes the Company's Tangible property in the streets.		

Tax District, Borough of Manhattan — City of New York

GAS

Laid Previous to June 30, 1904. Report only on property located in, upon, under or above Streets, Highways (including Crossings over 250 ft.) and Public Places

Diameter of pipe. Inches.	Length in Feet. Cast Iron.	Steel and Wrought Iron.	Average age years.	Wt. per ft.	Valves and Boxes. Number.	Size in inches.	Age. years.	Special Castings. Number of tons.	Age years.	Service Connections. Size and Number.	Length in feet.	Age.	Kind.	Kind of Paving.
1½	1,407									90,184				
2	22,972													
3	394,336													
4	699,003													
5	5,902													
6	2,100,415													
8	513,518													
10	71,342													
12	316,693													
16	96,315													
18	29,633													
20	178,944													
24	39,494													
30	126,504													
36	9,203													
Total.	4,605,681	— None —	Have no means of determining their average age.	We do not know this and our records do not show it.	Impossible to answer.						— Average 30 feet. —	— From 1 to 30 years. —	— Wrought Iron. —	Belgian Blocks—Asphalt, Granite on Concrete, Etc.

Present value reproduced (new)....$5,613,221.12

Present value allowing depreciation... 4,261,156.39

Tax District, Borough of Manhattan City of New York

GAS

Laid Previous to June 30, 1904. Report only on property located in, upon, under or above Streets, Highways (including Crossings over 250 ft.) and Public Places

Diameter of pipe. inches.	Length in Feet. Cast Iron.	Steel and Wrought Iron.	Average age years.	Wt. per ft.	Valves and Boxes. Number.	Size in inches.	Age. years.	Special Castings. Number of tons.	Age years.	Service Connections. Size and Number.	Length in feet.	Age.	Kind.	Kind of Paving.
1½	1,407									90,184				
2	22,972													
3	394,336													
4	699,003													
5	5,902													
6	2,100,415													
8	513,518													
10	71,342													
12	316,693													
16	96,315													
18	29,633													
20	178,944													
24	39,494													
30	126,504													
36	9,203													
Total.	4,605,681													

— None —

Have no means of determining their average age.

We do not know this and our records do not show it.

Impossible to answer.

— Average 30 feet. —

— From 1 to 30 years. —

— Wrought Iron. —

Belgian Blocks—Asphalt, Granite on Concrete, Etc.

Present value reproduced (new)....$5,613,221.12
Present value allowing depreciation.. 4,261,156.39

Laid from June 30, 1904, to Nov. 1, 1904.

4	*2,395*	*Decrease*
6	5,764	*969*
8	1,558	
20	*11*	
30	5,134	
36	13,039	
Total..	23,089 Feet.	

Value (new)... $146,533.05

STATE OF NEW YORK,
County of New York, } ss.

R. A. CARTER, Secretary of the Consolidated Gas Co. of New York, being duly sworn, deposes and says that the foregoing statements have been compiled from the books and records of this company and from facts in the possession of its officers and employees, and after careful examination of the same, declares them to be a true, full and correct statement of the property of said company and the value thereof as to all the matters herein set forth, to the best of my knowledge and belief.

R. A. CARTER.

Subscribed and sworn to before me
this 30th day of November, 1904.

WALLACE YOUNG,
Notary Public,
[SEAL] King County,
Certificate filed in N. Y. County.

7938

Note.—*Italics* in red ink in original.

7367 SCHEDULE L.

Detailed statement of shares of stock actually owned in other corporations which are taxable on their capital stock and all other non-taxable securities owned.

Description.			Amount, par value.
Astoria Light, Heat and Power Co.....	5,000	Shares	$500,000.00
Brush Electric Illuminating Co.....	50	"	5,000.00
National Coke and Coal Co.....	500	"	50,000.00
New Amsterdam Gas Co. (Common)...	121,095	"	12,109,500.00
" " " (Preferred)..	89,763	"	8,976,300.00
" " " Scrip	¾	"	75.00
New York Edison Co.....	450,410	"	45,041,000.00
N. Y. Mutual Gas Light Co.....	17,632	"	1,763.200.00
Standard Gas Light Co. (Common)....	46,309	"	4,630,900.00
" " (Preferred)...	39,344	"	3,934,400.00
United Electric Light and Power Co.. (Common)	36,086	"	3,608,600.00
" " " (Preferred)	16,398	"	1,639,800.00
" " " Scrip.....	.....		93.74
Total.....			$82,258,868.74
Meters, Stoves, Etc.....	$2,667,329.77		
Material and Supplies.....	697,014.92		
Value of tangible, personal property, material supplies, cars, wires, pipes, etc.....			3,364,344.69
Total assessment of personal property by Local Commissioner.....			6,100,000.00
Is there any contest on 1904 personal assessment?.....			—No—

(Here follows fac-simile marked p. 7368.)

7369 The accompanying blanks are an integral part of this report. A separate blank should be used for *each township, city, and for each ward in a city where the tax rates differ.* Additional blanks will be furnished if a sufficient number does not accompany the report.

They are intended for detailed data showing character of construction. Whenever there are peculiar conditions that tend to cause more rapid depreciation than ordinary, or any special conditions that tend to make the property less valuable, additional data should be furnished.

If any report does not contain the proper blanks for the different fields of construction needed to make a satisfactory report, other blanks will be furnished on request, covering surface street railroads, elevated railroads, surface steam railroads, telegraph, telephone, compressed air, oil, steam heat, electric light and power and subway construction. Other special blanks will be prepared if the nature of any special construction requires them.

The Law requires that every report made under this section shall have annexed thereto the affidavit of the President, Vice-President, Secretary or Treasurer of the association or corporation, or one of the persons or one of the members of the co-partnership making the same.

STATE OF NEW YORK, *County of New York, ss:*

R. A. Carter, Secretary of the Consolidated Gas Co. of N. Y., being duly sworn, deposes and says that the foregoing statements have been compiled from the books and records of this Company, and after careful examination of the same, declares them to be a true, full and correct statement of the property of said Company
7370 and the value thereof at the close of the year ending June 30, 1904, as well as of its financial condition and affairs on the said date, to the best of my knowledge and belief.

[L. S.] R. A. CARTER.

Subscribed and sworn to before me this 30th day of Nov., 1904.

[SEAL.] WALLACE YOUNG,
Notary Public 5, Kings County.

Certificate filed in N. Y. County.

7371 STATE'S EXHIBIT E.

CONSOLIDATED GAS COMPANY OF NEW YORK—YEAR 1905.

TAXES.

Real Estate	$179,778.95
Personal Property	88,839.00
Special Franchise	406,909.23
Mains, Pipes and Connections on Private Property	14.91
State Tax	195,795.50
	$871,337.59
Interest on accrued taxes	94,506.29
Total	$965,843.88

7372 STATE'S EXHIBIT F.

CONSOLIDATED GAS CO. DEBENTURE BONDS.

Authorized May 1st, 1888		$3,000,000.00
Issued May 31st, 1888	$635,000.00 @ 105	
Oct. 31st, "	365,000.00 @ 106	
May 31st, 1889	500,000.00 @ 110–75	1,500,000.00
Retired to October 31st, 1905		113,000.00
Balance outstanding Oct. 31st, 1905		$1,387,000.00
Premium received on Debenture Bonds sold		$107,400.00
Premium paid on Debenture Bonds retired	$6,065.00	
Premium paid on other Bonds retired	18,816.24	
Premium paid credited to Profit & Loss Account	50,000.00	74,881.24
Balance in Bond Premium Account Oct. 31st, 1905		$32,518.76

7373 STATE'S EXHIBIT G.

AMOUNT OF GAS SUPPLIED TO THE CITY OF NEW YORK FOR THE YEAR ENDING DECEMBER 31ST, 1905.

Metered Service	127,712,700 c. f. @ 90c. M. c. f.		$114,941.43
Arbor Lamps (not metered)	33,600 " " 90c. "		30.27
	127,746,300 " " 90c. "		$114,971.70
Public Lamps, including lighting and maintaining (estimated consumption)	270,779,678 "		565,241.39
	398,525,978 "		$680,213.09
Repairing City Lamps			10,986.50
Total			$691,199.59

STATE'S EXHIBIT H.

GAS SALES—1905.

	Cubic feet.	
Sales to Private Consumers	12,884,637,789	$12,873,589.88
Special Deductions		1,320.00
Net		12,872,269.88
Sales to City of New York	398,525,978	680,213.09
Total	13,283,163,767	$13,552,482.97

STATE EXHIBIT J

ANALYSIS OF COKE A/C, YEAR 1905.

Coke used in manufacture at Water Gas Stations, viz.:								
			19,464.85	Lds.	@	2.25	$43,796.14	
21st-st Station—	Coke		1,101.97	"	"	1.25	1,377.46	
	Screenings							$45,173.60
44th-st Station—	Coke		8,035.00	"	"	2.25	$18,078.73	
	Screenings		22.	"	"	1.25	27.50	
								18,106.23
99th-st Station—	Coke		22.02	"	"	2.25	$ 49.50	
	Screenings		514.20	"	"	1.25	642.76	
								692.26
								$63,972.09
Coke used for Distributing Purposes at Stations, Shops, &c.:								
	Coke		7,511.	"	"	2.25	$16.902.94	
	Screenings		999.28	"	"	1.25	1,249.10	
								18,152.04
Loss on Coke Screenings 18-st Station on			10,880.5	"	"			3,797.79
Sold to Outside Parties	Coke		117,940.7	"	"		$260,118.34	
	Screenings		33,155.5	"			30,114.14	
								290,232.48
Credit 14th-st Coke A/C for Coke Transferred to 21 & 99 Sts.								
	Coke		19,828.15	"	@	2.25	$ 44,613.34	
	Screenings		1,506.39	"	"	1.25	1,882.99	
			21,334.54				$ 46,496.33	
For Coke recd. from 14 St.:								
Charged 21st St	Coke		19,828.15	"	"	2.25	$ 44,613.34	
	Screenings		1,101.97	"	"	1.25	1,377.46	
" 99th St	Screenings		404.42	"	"	1.25	505.53	
			21,334.54				$ 46,496.33	
Credit 42d-st Coke A/C for Coke Transferred, to 44-st Station:								
	Coke		7,888.24	"	"	2.25	$ 17,748.52	
	Screenings		17.16	"	"	1.25	21.45	
			7,905.40				$ 17,769.97	
For Coke recd. from 42d St.:								
Charged 44-st Station	Coke		7,888.24	"	"	2.25	$ 17,748.52	
	Screenings		17.16	"	"	1.25	21.45	
			7,905.40				$ 17,769.97	
								$ 376,154.40
Carried Forward								$376,154.40
Less								
Coke A/C Balance—Jan. 1, 1905		$47,193.99						
" Dec. 31, 1905		9,340.50						
Decrease								37,853.49
Total Coke Produced For Sale								$338,300.91

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STATE EXHIBIT K

CONSOLIDATED GAS COMPANY OF N. Y.

COKE AND SCREENINGS SOLD DURING DURING YEAR 1905

National Coke and Coal Co.	Jan'y 1—Oct. 12, 1905	75,222 Lds.	695 lbs. Coke @	2.20 per load	$165,489.40
" " " " "	Oct. 13—Dec. 31, "	20,737 "	1,120 " "	2.45 " "	50,807.49
" " " " "	Jan'y 1—May 31, "	19,015 "	.. " "	2.075 " "	39,456.15
		115,975 "	315		$255,753.04
National Coke and Coal Co.	Jan'y 1—Dec. 31, 1905	24,084 "	550 " Screenings @	.95 pr. load	$22,823.07
" " " " "	Sept. 11— " " "	6,127 "	.. " "	1.05 " ..	6,433.35
" " " " "	Jan'y 1— " " "	249 "	.. " "	75 " ..	186.75
		30,460	550		$29,443.17
	Difference in price	220 Loads @	1.05	231.00	
	"	220 "	.95	209.00	
	"	220 "	.10	*22.00*	*22.00*
					$ 29,421.17
					$285,174.21
Astoria Light, Heat & Power Co.	Jan'y—Aug. 1905	1,965 loads,	750 lbs. Coke @	2.20	$4,324.10
" " " " "	Feb'y— " "	729 "	706 " Screenings @	.95	692.97
		2,694 "	1,456 "		$ 5,017.07
" " " " "	Jan'y, '05, Labor-handling *Coke* sent to Astoria				41.20
					$ 5,058.27
				Total Coke Sales	$290,232.48

COKE	*Loads*	*Amount*
National Coke & Coal Co.	115,975.2	$255,753.04
Astoria Light, Heat & P. Co.	1,965.5	4,365.30
Total	117,940.7	$260,118.34

SCREENINGS	*Loads*	*Amount*
National Coke & Coal Co.	30,460.5	$29,421.17
Astoria Light, Heat & P. Co.	2,695	692.97
	33,155.5	$30,114.14

117,940.7 lds. Coke		$260,118.34
33,155.5 " Scrn'gs		30,114.14
Total Coke and Screenings	151,096.2	$290,232.48

7374 STATE'S EXHIBIT I.

CONSOLIDATED GAS CO. OF N. Y.

INTEREST ON BONDED DEBT.

Calendar Year—1905.

Debit:		
Interest on Bills Payable	$20,637.50	
do Debenture bonds	69,488.07	
do Convertible Debentures	1,191,527.25	
do Bond and Mortgage	129.54	
		1,281,782.36
Credit:		
Interest on Special Deposits	$93,174.93	
do City of N. Y. Corporate Stock	105,000.00	
do N. Y. Edison Co. Loans	54,316.92	
do Miscellaneous Loans	34,138.81	
do Bank Balances	22,728.26	
		309,358.92
		$972,423.44

(Here follow State Exhibits J and K marked pp. 7375 and 7376.)

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STATE EXHIBIT L.

CONSOLIDATED GAS CO. OF N. Y.

REPAIRS AND RENEWALS—NOV. 11, 1884, TO DEC. 31ST, 1905.

		Production.	Distribution.	Total.	Cost per M. sold.
1884.	Repairs	$68,755.61	$13,258.21	$82,013.82	
	Renewals	.....	.....	.....	.....
	Total	68,755.61	13,258.21	82,013.82	14.83
1885.	Repairs	184,595.99	124,864.84	309,460.83	.....
	Renewals	.....	29,049.50	29,049.50	.....
	Total	184,595.99	153,914.34	338,510.33	08.59
1886.	Repairs	262,006.65	113,212.06	375,218.71	.....
	Renewals	.....	31,687.05	31,687.05	.....
	Total	262,006.65	144,899.11	406,905.76	09.71
1887.	Repairs	260,899.31	141,540.14	402,439.45	.....
	Renewals	86,413.00	66,624.63	153,037.63	.....
	Total	347,312.31	208,164.77	555,477.08	11.47
1888.	Repairs	354,301.41	201,858.36	556,159.77	.....
	Renewals	875.00	39,069.04	39,944.04	.....
	Total	355,176 41	240,927.40	596,103.81	11.07
1889.	Repairs	286,867.30	223,512.46	510,379.7	.....
	Renewals	9,681.80	62,924.39	72,606.1	.....
	Total	296,549.10	286,436.85	582,985.95	10.38
1890.	Repairs	344,020.81	282,025.88	626,046.69	.....
	Renewals	20,321.51	114,522.65	134,844.16	.....
	Total	364,342.32	396,548.53	760,890.85	12.88

7378

1891.	Repairs	306,274.81	310,140.82	676,415.63	.....
	Renewals	186,365.42	165,497.55	351,862.97	.....
	Total	552,640.23	475,638.37	1,028,278.60	16.40
1892.	Repairs	383,985 36	298,529.10	682,514.46	.....
	Renewals	80,097.63	241,114.12	321,211.75	.....
	Total	464,082.99	539,643.22	1,003,726.21	15.25
1893.	Repairs	355,424.09	361,355.89	716,779.98	.....
	Renewals	36,521.39	150,012.25	186,533.64	.....
	Total	391,945.48	511,368.14	903,313.63	13.18

Repairs and Renewals—Continued.

		Production.	Distribution.	Total.	Cost per M. sold.
1894.	Repairs	$298,746.59	$285,314.89	$584,061.48	.....
	Renewals	7,864.89	117,741.99	125,606.88	.....
	Total	306,611.48	403,056.88	709,668.36	10.54
1895.	Repairs	312,865.55	309,201.09	622,066.64	.....
	Renewals	14,231.49	138,536.90	152,768.39	.....
	Total	327,097.04	447,737.99	774,835.03	11.50
1896.	Repairs	316,594.71	365,419.78	682,014.49	.....
	Renewals	13,725.17	242,303.92	256,029.09	.....
	Total	330,319.88	607,723.70	938,043.58	13.71
1897.	Repairs	247,138.29	379,413.66	626,551.95	.....
	Renewals	11,132.16	155,587.57	166,719.73	.....
	Total	258,270.45	535,001.23	793,271.68	11.67
7379					
1898.	Repairs	268,638.74	353,835.89	622,474.63	.....
	Renewals	214,880.86	239,024.76	453,905.62	.....
	Total	483,519.60	592,860.65	1,076,380.25	14.73
1899.	Repairs	290,344.33	351,236.67	641,581.00	.....
	Renewals	9,307.84	232,964.57	242,272.41	.....
	Total	299,652.17	584,201.24	883,853.41	10.26
1900.	Repairs	297,234.57	348,627.88	645,862.45	.....
	Renewals	105,562.15	222,275.75	330,837.90	.....
	Total	405,796.72	570,903.63	976,700.35	09.87
1901.	Repairs	186,441.74	332,521.22	518,962.96	.....
	Renewals	275,114.94	187,412.88	462,527.82	.....
	Total	461,556.68	519,934.10	981,490.78	09.53
1902.	Repairs	178,163.51	344,828.23	522,991.74	.....
	Renewals	7,331.71	451,149.09	458,480.80	.....
	Total	185,495.22	795,977.32	981,472.54	08.54
1903.	Repairs	280,300.45	446,481.87	726,782.32	.....
	Renewals	16,859.18	220,717.78	237,576.96	.....
	Total	297,159.63	667,199.65	964,359.28	07.55
1904.	Repairs	213,403.51	410,202.44	623,605.95	.....
	Renewals	268,686.22	187,649.57	456,335.79	.....
	Total	482,089.73	597,852.01	1,079,941.74	08.19
Total for the period:					
	Repairs	5,757,003.33	5,997,381.38	11,754,384.71	.....
	Renewals	1,367,972.36	3,295,865.96	4,663,838.32	.....
	Total	7,124,975.69	9,293,247.34	16,418,223.03	10.89

Repairs and Renewals—Continued.

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	Production.	Distribution.	Total.	Cost per M. sold.
Nominal year ending October 31st, 1905.				
Repairs	$211,095.54	$473,972.53	$685,068.07	.....
Renewals	57,147.71	137,519.16	194,686.87	.....
Total	268,243.25	611,491.69	879,734.94	06.61
1905. Repairs	217,319.07	474,750.91	692,069.98	.....
Renewals	12,098.01	270,121.66	282,219.67	.....
Total	$229,417.08	$744,872.57	$974,289.65	07.34

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STATE'S EXHIBIT M.

NOMINAL YEAR ENDING OCTOBER 31, 1905.

INCOME FROM SECURITIES OF OTHER COMPANIES DURING NOMINAL YEAR ENDING OCTOBER 31ST, 1905.

Dividends:

Standard Company	$523,728.00	
Mutual "	164,838.00	
Coke "	7,500.00	
	696,066.00	

Interest:

United Company	341,663.12	
Brush Company	13,750.00	
Westchester Company	17.50	
	355,430.62	
Tax Rate of .005 on	$1,051,496.62 =	$5,257.48

Investments in the Securities of other Companies being $38,643,590.14. Tax at rate 3 % on Dividends paid in Excess of 4 % on $38,643,590.14 as follows:—

Nominal Year Dividend:

December 15—1904—2¼ %	
March 15—1905—2½ %	
June 15—1905—2 %	
Sept. 15—1905—2 %	
9 % Excess over 4 %—5 %	
5 % of $38,643,590.14—$1,932,179.51	
Tax Rate of 3 % on $1,932,179.51	57,965.39
Tax on Income from Securities of Other Co.'s	$5,257.48
" " " " Gas Business	70,538.02
	$75,795.50
Tax on Excess Dividends on amount invested in Securities of other Companies, $38,643,590.14	57,965.39
Tax on Excess Dividend on Capital Stock actually employed in Gas Business, $41,356,409.86	62,034.61
	120,000.00
	$195,795.50

7382 COMPLAINANT'S EXHIBIT 97, for Identification.

[Operating Ledger for 1905.]

COMPLAINANT'S EXHIBIT 98, for Identification.

[Journal of Operating Ledger for 1905.]

COMPLAINANT'S EXHIBIT 99, for Identification.

[Blotter of Sundry Debtors' Ledger.]

COMPLAINANT'S EXHIBIT 100, for Identification.

[Sundry Debtors' Ledger.]

7383 COMPLAINANT'S EXHIBIT 101.

THE MAYOR, ALDERMEN & COMMONALTY OF THE CITY OF NEW YORK

TO

THE NEW YORK GAS LIGHT COMPANY.

Dated May 12th, 1823.

Articles of agreement indented, made and concluded this twelfth day of May, in the year of our Lord one thousand eight hundred and twenty-three, between the Mayor, Aldermen and Commonalty of the City of New York of the first part, and The New York Gas Light Company of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the covenants, articles and agreements hereinafter mentioned, on the part of the said parties of the second part, and their successors, to be observed, performed and kept, DO hereby grant, demise and to farm let, to the said parties of the second part, and their successors, All and singular the sole and exclusive privilege and right of laying or placing under ground pipes in all and every of the public streets and parts of streets of the City of New York, lying and being south of a line commencing at the East River at the foot of Grand Street, and running through Grand Street to Sullivan Street, and through Sullivan Street to Canal Street, and through Canal Street to the North or Hudson River, for conducting Gas, for lighting the public lamps in the streets and parts of streets south of said line, and the houses and buildings fronting, or to front on, or bounded by, or adjacent to the Streets or parts of Streets south of said line.

To have and to hold and to enjoy the same unto the said
7384 parties of the second part and their successors from the day of the date of these presents, for and during and until the

twelfth day of May, which will be in the year of our Lord one thousand eight hundred and fifty-three.

Provided, nevertheless, and this grant is upon this express condition, that the said parties of the second part, and their successors, shall and do in all things well and sufficiently keep, perform and observe, all and singular the covenants, articles, agreements and stipulations, on their part to be kept, performed and observed as hereinafter is set forth and agreed. And the said parties of the second part, in consideration of the premises, do, for themselves and their successors, covenant and agree, to and with the said parties of the first part, and their successors, as follows, that is to say, that they the said parties of the second part, shall and will before the twelfth day of May in the year of our Lord one thousand eight hundred and twenty-five, erect, establish and complete in the said City of New York, good and sufficient buildings, works and apparatus for the preparing and manufacture of gas, and that they will also cause the pipes for conducting the same, and of sufficient capacity, to be laid, and will also manufacture or cause to be manufactured and supplied, in the most approved manner, sufficient quantities of the best quality gas, commonly called inflammable gas, for lighting the houses and public lamps in the street called Broadway in the said city from the Battery to Grand Street, in the manner hereinafter mentioned. And also, moreover, that they the said parties of the second part, shall and will at all times from and after the twelfth day of May in the year of our Lord one thousand eight hundred and twenty-eight, and during the residue of the term of this
7385 grant, in like manner, cause the pipes, of sufficient capacity, for conducting the said gas to be laid, and will also manufacture or cause to be manufactured and supplied in the most approved manner, sufficient quantities of the said gas of the best quality for well and sufficiently lighting the streets, parts of streets and public places, and the public lamps and houses adjoining or to adjoin all and singular the streets and parts of streets lying in the said city, south of the aforesaid line, at such periods as the said parties of the first part shall from time to time, after the said twelfth day of May in the year of our Lord one thousand eight hundred and twenty-eight, by resolution or by-law reasonably require of the said parties of the second part. And that all such pipes to be furnished by the said parties of the second part, and placed underground, for the purpose of conducting the said gas, in all or either of the said streets or parts of streets shall be made and constructed in the most approved manner of cast iron, and of the best materials. And also that the said parties of the second part shall and will light such and so many of the public lamps, with the best quality of gas, as are in the streets or parts of streets of the said city, south of the aforesaid line whenever they may be required to light the same, or any number of the same, by the said parties of the first part, or their successors; the said lamps to be lighted during such times as the public lamps are now required to be lighted and in the streets or parts of streets in which the pipes for conducting gas shall be laid according to these presents, at a yearly expense to the said parties of the first

part not exceeding what would be the expense of lighting and supplying an equal number of the said lamps with oil of the quality generally used for that purpose, estimating the price of
7386 oil at the average price of the same in the city of New York during the preceding year. And further that the said parties of the second part shall likewise furnish at their own expense, the necessary conductors of metal of sufficient capacity to the lamp posts; that the lights of the said lamps shall be of a quality, brilliancy or intensity equal to the gas in use for the public lamps in the city of London; the said parties of the first part, however, to be at the expense of lamps, lamp irons, lamp posts and fittings up, and at no other expense for fixtures, conductors, repairs, or on any other account whatsoever. And also that the said parties of the second part shall and will, at all times, give forty-eight hours' notice to the said parties of the first part, or to their street commissioner of their intention to break up or open any street, or part of a street, for the purpose of laying or repairing the pipes to conduct the gas, and that they will replace the earth which they may remove in so doing, before sunset of the day on which any such opening shall be made. And that they will replace the pavements and repave and repair the same in such reasonable time and manner as the said parties of the first part, or their street commissioner may direct, and in as good and firm a manner as the streets were in before being broken up for the aforesaid purposes. And further that all such repairs as shall at any time become necessary by reason of the said pipes or conductors shall always be made and done by the said parties of the second part at their own cost and expense. And also that the said parties of the second part will so conduct their manufactory or manufactories of gas as not to create a nuisance and that they will in all things be governed by such reasonable and necessary rules and regulations as the said parties of the first part or their successors may from time to time pass, ordain and establish
7387 relative to the opening of streets and laying down the pipes and conductors aforesaid.

Provided always, that nothing in this grant contained shall be construed to prevent any person or persons residing on, adjacent or near to any of the said streets or parts of streets in said city south of the aforesaid line, from erecting in or on his or their own premises, any building or apparatus to light with gas his or their own house or manufactory.

And provided further, and the premises hereby granted, are also upon this express condition, anything herein contained to the contrary notwithstanding, that if the said parties of the second part, or their successors, shall not well and faithfully observe, perform, fulfil and keep, all and singular the covenants and conditions above contained, on their part and behalf to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, then and in that case it shall and may be lawful for the said parties of the first part, in Common Council convened, by a resolution or order to annul and vacate this grant, and thereupon the premises hereby demised shall be revested in the said parties of the first part,

or their successors, as fully and completely as if this Indenture had never been executed.

In witness whereof, to one part of this Indenture, remaining with the said parties of the first part, the said parties of the second part have caused the Common Seal of the said The New York Gas Light Company to be affixed; and to the other part thereof remaining with the said parties of the second part, the said parties of the first part have caused the Common Seal of the City of New York to be affixed, the day and year above written.

NOTE: The words "and in the streets or parts of streets in
7388 which the pipes for conducting gas shall be laid according to these presents," interlined before execution.

STEPHEN ALLEN.

By the Common Council,

[L. S.] J. MORTON, *Clerk.*

CITY AND COUNTY OF NEW YORK, *ss:*

On the twenty-second day of May, in the year of our Lord one thousand eight hundred and twenty-three, before me personally, came Jacob Morton, who is known to me, and being by me duly sworn, did depose and say that he is the Clerk of the Common Council of the City of New York, and has the custody of the Seal of the Mayor, Aldermen and Commonalty of the City of New York, the parties of the first part described in and who have executed the preceding deed; that the seal thereto affixed is the Common Seal of the said The Mayor, Aldermen and Commonalty of the City of New York and was so affixed by him, the deponent, pursuant to an order by them made; that the signature "Stephen Allen," thereto subscribed, is the proper handwriting of Stephen Allen, the Mayor of the said city, and that the signature "J. Morton, Clerk," also thereto subscribed, is the proper handwriting of the said deponent.

JOHN W. MULLIGAN,
Commissioner under Act of 24th March, 1818.

Recorded (this Instrument) in the office of Register in and for the City and County of New York in Lib. 169 of Conveyances, Page 178, on the 15th day of August, 1823, at 54 min. past 2 o'clock P. M.

Examd. by

JAS. W. SENT, *Register.*

7389 COMPLAINANT'S EXHIBIT 102.

GRANT TO THE MANHATTAN GAS LIGHT COMPANY.

Dated May 5, 1848.

This indenture made the fifth day of May in the year of our Lord, one thousand eight hundred and forty-eight.

Between the Mayor, Aldermen and Commonalty of the City of New York, of the first part, and the Manhattan Gas Light Company of the second part.

Witnesseth, that the said parties of the first part for and in consideration of the covenants, articles and agreements hereinafter mentioned on the part of the said parties of the second part and their successors, to be observed, performed and kept, do hereby grant and demise to the said parties of the second part and their successors, the privilege and right to lay or place underground pipes in any and all of the streets, avenues and public places of the city of New York, comprised between a line commencing at the East River at the foot of Grand Street and running through the middle of Grand Street to Sullivan Street and through the middle of Sullivan Street from Grand Street to Canal Street, and through the middle of Canal Street from Sullivan Street to the North or Hudson's River and a line commencing at the East River at the foot of Forty-second Street, on the north side thereof and running parallel with said street to the North or Hudson's River and embracing both sides of said street, and in any or every part of any such street, avenue or public place for the purpose of conducting gas, commonly called inflammable gas, for lighting the public lamps in the said streets, avenues and public places and parts thereof as hereinafter mentioned and for light-
7390 ing the houses and buildings fronting or to front on or bounded by or adjacent to the said streets, avenues and public places or parts thereof. To have, hold, use and enjoy the said right and privilege unto the said parties of the second part and their successors from the day of the date of these presents until the fifth day of May which will be in the year one thousand eight hundred and sixty-eight. Provided always, and these presents are upon this express condition, that they the said parties of the second part and their successors, shall and do in all things well and sufficiently keep, perform and observe all and singular the covenants, articles, agreements, provisions and stipulations on their part to be kept, performed and observed as hereinafter specified.

And the said parties of the second part in consideration of the premises do for themselves and their successors covenant and agree to and with the said parties of the first part and their successors as follows: that is to say, that any gas house or work for the manufactory of such gas which the said parties of the second part hereafter may use or erect and establish in the city of New York, shall be located, erected and established on the margin of either the Hudson or the East River and not south of Fourteenth Street in the said

city, and that all pipes for conducting the gas which the said parties of the second part may cause to be laid, shall be of sufficient capacity and made and constructed of the best materials of cast iron and in the most approved manner. That the said parties of the first part shall have the right to order the pipes called the mains of the company, to be extended in and along all the streets, avenues and public places in the said city within the limits aforesaid, commencing at Grand and Canal Streets and continuing through each street
7391 in regular succession. Provided, however, that the said parties of the second part shall not be compelled to expend in the laying of said mains as last aforesaid during the continuance of this contract, a yearly sum to exceed six thousand dollars. Also that the said parties of the second part shall fit up and light all the public lamps required by the corporation wherever the pipes of the Company are or shall be laid within the district aforesaid, and that the said lamps shall be so lighted during such times as the public lamps throughout the city of New York are required to be lighted by the regulations of the said parties of the first part, and that all such public lamps situated within the district aforesaid which shall be required by the corporation as aforesaid, shall be so supplied and lighted by the said parties of the second part at the yearly rate of fifteen dollars for each lamp, for the light and for lighting and extinguishing the same. Also that the said parties of the first part may direct and require by notice to that effect, that all or any portion of said public lamps shall be lighted and kept burning at any other time or times during the continuance of this contract, and the said parties of the second part shall light the same and continue them burning in accordance with any and every direction of the said parties of the first part, or their proper agent or agents to that effect. Provided that if in compliance with the direction of the said parties of the first part, the whole number of hours during which the said lamps or portion of them are kept burning in any year shall exceed the average number of hours during which the public lamps in the city of New York have been kept burning during the last five years prior to the date of this contract (which the parties hereto estimate to be
7392 and fix at Two thousand three hundred hours), then and in that case the said parties of the second part shall be entitled to claim and receive for such additional number of hours, during which the public lamps or a portion of them in the district aforesaid are kept burning, in accordance with such direction of the said parties of the first part, an additional compensation, equivalent to a pro-rata increase of the compensation hereinbefore allowed, proportioned to the increased number of hours beyond the said average number.

The burners in the public lamps shall be equal to those heretofore used in the City of New York, equal to an average consumption of three cubic feet per hour.

And it is further agreed that the said parties of the second part shall furnish at their own expense, the necessary conductors of metal of sufficient capacity to the lamp posts of such public lamps as they may be required to supply with gas and light as aforesaid. The parties of the second part shall also fit up the said public lamps and

shall receive as compensation therefor the sum of Five dollars for each lamp so fitted up. It is agreed, however, that the cost of the posts, lanterns and repairs shall be at the expense of the said parties of the first part.

And it is further agreed that the said parties of the second part shall have the right to lay pipes at any time within the said district upon giving forty-eight hours notice to the said parties of the first part, or to the Street Commissioner, of their intention to break up or open any street, avenue or public place or part thereof, or to remove any part of the pavement thereof for the purpose of laying or repairing the pipes to conduct the said gas and that they will replace the earth which they may remove in so doing before sunset of the
7393 day on which such opening shall be made, and that they will replace the pavement and repave and repair the same in such reasonable time and manner as the said parties of the first part or their Street Commissioner may direct, and in as good and firm a manner as such streets, avenues or public places or parts thereof were in before being broken up for the purpose aforesaid. Also that all such repairs as shall at any time become necessary by reason of laying the said pipes or conductors shall be made and done by the said parties of the second part at their own cost and expense. Also that no such street, avenue or public place or part thereof removed, or shall be so broken up or opened, or the pavement thereof removed, or shall be again filled up or repaired except under the direction and supervision of a competent person to be appointed by the said Street Commissioner, but the said parties of the second part shall not be called upon to pay any sum to any party or parties for the inspection of any pavement which they may have occasion to replace.

And it is further agreed that the said parties of the second part shall and will so conduct the manufactory or manufactories of gas as not to create a nuisance and that they will in all things be governed by such reasonable and necessary rules and regulations as the said parties of the first part or their successors may from time to time pass, ordain and establish relative to the opening of such streets, avenues or public places or parts thereof and laying down the pipes and conductors aforesaid.

And it is hereby expressly provided that nothing herein contained shall be construed or deemed as granting to the said parties of the second part any sole or exclusive right or privilege, or as preventing the said parties of the first part for granting the like privileges
7594 as are hereby given, to the said parties of the second part to any other company, persons or parties whatsoever, or as preventing any person or persons residing on or adjacent or near to any of the said streets, avenues or public places or parts thereof lying north of the line hereinbefore first mentioned from erecting in or upon his or their own premises any building or apparatus to light with gas, his or their own house, store, manufactory or premises.

And it is further covenanted and agreed by and on the part of the said parties of the first part, that the said parties of the first part and their successors shall and will pass all needful ordinances which shall

be necessary to protect the interests of the said parties of the second part and which of right ought to be passed for that purpose.

And it is further provided that these presents are upon the express condition that if the said parties of the second part, or their successors, shall not well and truly observe, perform and fulfill and keep all and singular the covenants and conditions hereinbefore contained on their part and behalf to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, then and in that case, it shall and may be lawful for the said parties of the first part by a resolution or order to be passed in Common Council, to annul and vacate this grant and thereupon the premises hereby demised shall be revested in the said parties of the first part or their successors as fully and completely as if this indenture had never been executed.

In witness whereof, to one part of this indenture remaining with the said parties of the first part, the said parties of the second part have caused the common seal of the said the Manhattan Gas Light Company to be affixed, and to the other part thereof remaining with the said parties of the second part, the said parties of the first
7395 part have caused the common seal of the City of New York to be affixed the day and year above written.

[SEAL.] WM. V. BRADY, *Mayor.*

By the Common Council,
D. T. VALENTINE,
Clerk, C. C.

STATE OF NEW YORK, *City and County of New York, ss:*

On this twenty-fourth day of May, A. D., one thousand eight hundred and forty-eight, before me personally appeared David T. Valentine, with whom I am personally acquainted and known to me to be the Clerk of the Common Council of the City of New York, who, being by me duly sworn, did depose and say that he resides in the City of New York, that the seal affixed to the foregoing instrument is the common seal of the corporation of the City of New York, that the same was affixed to said instrument by their authority, and that he subscribed his name thereto by like authority.

CHAS. D. JUDAH,
Comm'r of Deeds.

Recorded in the office of Register of the City and County of New York in Liber 507 of Conveyances, page 124, May 24th, 1848, at 30 minutes past 3 o'clock P. M.

Examined, SAMUEL OSGOOD, *Rg. C.*

Endorsed: The Mayor, Aldermen and Commonalty of the City of New York to the Manhattan Gas Light Company.

Approved,
WILLIS HALL.

7396 COMPLAINANT'S EXHIBIT 103.

GRANT TO THE MANHATTAN GAS LIGHT COMPANY.

Dated May 8, 1833.

This Indenture, made this eighth day of May in the year of our Lord one thousand eight hundred and thirty-three between the Mayor, Aldermen and Commonalty of the City of New York, of the first part, and the Manhattan Gas Light Company of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the covenants, articles and agreements hereinafter mentioned, on the part of the said parties of the second part and their successors, to be observed, performed and kept, do hereby grant and demise to the said parties of the second part and their successors, the privilege and right to lay or place underground, pipes in any and all of the streets, avenues and public places of the City of New York, lying and being north of a line commencing at the East River, at the foot of Grand Street, and running through Grand Street to Sullivan Street, and through Sullivan Street to Canal Street, and through Canal Street to the North or Hudson River, and in any or every part of any such street, avenue or public place for the purpose of conducting gas, commonly called inflammable gas, for lighting the public lamps in the said streets, avenues and public places, and parts thereof, as hereinafter mentioned, and for lighting the houses or buildings fronting or to front on or bounded by or adjacent to the said streets, avenues and public places or parts thereof. To have, hold, use and enjoy the said right and privilege unto the said parties of the second part, and their successors, from the day of the date of these presents, until the twelfth day of May, which will be in the year of our

7397 Lord one thousand eight hundred and fifty-three; provided always, and these presents are upon this express condition, that they, the said parties of the second, and their successors, shall and do, in all things well and sufficiently keep, perform and observe, all and singular, the covenants, articles, provisions, agreements and stipulations on their part to be kept performed and observed, as hereinafter specified.

And the said parties of the second part, in consideration of the premises, do for themselves, and their successors, covenant and agree to and with the said parties of the first part, and their successors, as follows, that is to say, that any gas house or works, for the manufactory of such gas, to be erected or established by the said parties of the second part, in the City of New York, shall be so erected and established on the margin either of the Hudson or of the East River, not south of Fourteenth Street in the said city; and that all pipes for conducting the same which the said parties of the second part may cause to be laid, shall be of sufficient capacity, and made and constructed of the best materials of cast iron, and in the most approved manner; also, that from all such main pipes, as they may lay or cause to be laid by virtue of the right and privilege hereby granted,

they will supply with gas, and cause to be lighted such and so many of the public lamps opposite or adjacent to such main pipes as they may from time to time be required to do by the said parties of the first part, and that the said lamps shall be so lighted during such times as the public lamps throughout the City of New York are required to be lighted, by the regulation of the said party of the first part, and that all such public lamps situated north of the line aforesaid, and south of the line of Sixth Street, which the said parties of
the first part may require to be so supplied with gas, and
7398 lighted as aforesaid, shall be so supplied and lighted by the
said parties of the second part, at a yearly expense to the said parties of the first part, not exceeding fifteen dollars for supplying each of such lamps with gas, and lighting the same. And it is further agreed that the said parties of the second part shall furnish at their own expense, the necessary conductors of metal of sufficient capacity to the lamp posts of such public lamps as they may be required to supply with gas and light as aforesaid; and that the light of the said lamps shall be of a quality, brilliancy or intensity equal to the gas in use for the public lamps in the City of London. It is understood, however, that the parties of the first part are to be at the expense of such lamps, with their lamp irons, lamp posts and fittings up, but at no other expense for fixtures, conductors, repairs, or on any other account whatsoever for the same. And it is further agreed that the said parties of the second part shall at all times give forty-eight hours' notice to the said parties of the first part, or their Street Commissioner, of their intention to break up or open any street, avenue or public place or part thereof, or to remove any part of the pavement therefrom, for the purpose of laying or repairing the pipes to conduct the said gas, and that they will replace the earth which they may remove in so doing, before sunset of the day on which such opening shall be made, and that they will replace the pavement and repave and repair the same in such reasonable time and manner as the said parties of the first part, or their Street Commissioner may direct, and in as good and firm a manner as such streets, avenues and public places or parts thereof were in before being broke up for the purpose aforesaid. Also, that all such repairs as shall at any time become necessary by reason of laying the said pipes or conductors, shall be made and done by the said parties of the second part, at their own cost and expense. Also that no such street, avenue or
7399 public place or part thereof shall be so broken up or opened
or the pavement thereof removed, or shall be again filled up or repaired or such pavement replaced, except under the direction and supervision of a competent person to be appointed by the said Street Commissioner, and who shall be considered as in the employ of the said parties of the first part, but who shall be paid for his services by the said parties of the second part, such sum as the said Street Commissioner may direct, not exceeding one dollar and fifty cents per diem for each day that he may be so employed. Also, that no such street, avenue or public place, or part thereof shall be so broken up or opened, or the pavement thereof removed at any time between the first of December and the first of March during the con-

tinuance of the term mentioned in these presents, without the consent of the said Street Commissioner being first obtained for that purpose.

And it is further agreed that the said parties of the second part shall and will so conduct their manufactory or manufactories of gas, as not to create a nuisance, and that they will in all things be governed by such reasonable and necessary rules and regulations as the said parties of the first part, or their successors may, from time to time, pass, ordain and establish, relative to the opening of such streets, avenues or public places, or parts thereof, and laying down the pipes and conductors aforesaid.

And it is hereby expressly provided, that nothing here in contained shall be construed or deemed as granting to the said parties of the second part, any sole or exclusive right or privilege, or as preventing the said parties of the first part from granting the like privileges as are hereby given to the said parties of the second part, to any other company, persons or parties whatsoever, or as preventing any person or persons residing on or adjacent or near to any of the said streets, avenues or public places, or parts
7400 thereof, lying north of the line hereinbefore first mentioned, from erecting in or upon his or their own premises, any building or apparatus, to light with gas, his or their own house, store, manufactory or premises. And it is further provided, and these presents are upon the express condition, that if the said parties of the second part, or their successors, shall not well and truly observe, perform, fulfill and keep all and singular, the covenants and conditions hereinbefore contained, on their part and behalf to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, then and in that case, it shall and may be lawful for the said parties of the first part, by a resolution or order to be passed in Common Council, to annul and vacate this grant, and thereupon, the premises hereby demised shall be revested in the said parties of the first part, or their successors, as fully and completely as if this indenture had never been executed.

In witness whereof, to one part of this indenture remaining with the said parties of the first part, the said parties of the second part, have caused the common seal of the said The Manhattan Gas Light Company to be affixed and to the other part thereof remaining with the said parties of the second part, the said parties of the first part have caused the common seal of the City of New York to be affixed, the day and year, above written.

By the Common Council,

[SEAL.] GIDEON LEE, *Mayor.*

J. MORTON, *Clerk.*

Endorsed: Agreement between the Mayor, Aldermen and Commonalty of the City of New York and The Manhattan Gas Light Company.

Approved:

R. EMMET.

321—396

7401 COMPLAINANT'S EXHIBIT 104.

GRANT TO THE HARLEM GAS-LIGHT COMPANY.

Resolved, That the consent of the Mayor, Aldermen and Commonalty of the City of New York is hereby given to "The Harlem Gas-Light Company," to lay conductors for conducting gas through the streets, avenues, lanes, alleys, and squares, in all that portion of the city lying north of the center line of Seventy-ninth Street, for the purpose of supplying gas to public and private buildings, in consideration of the following articles being faithfully complied with.

First. The said company shall not impede or interrupt public travel in the laying of such mains more than cannot possibly be avoided; and shall, after opening any street, lane, alley, or square, depositing their mains, restore the same to as good condition as the same was before such opening, and be at all times subject to such restrictions, ordinances, and resolutions as the Common Council of said City may, from time to time, adopt, and under the control of the Street Department of said city.

Second. They shall furnish a supply of gas to all persons who may desire the same, and shall deprive no consumer of gas upon their refusal to pay, or for a dispute of the bill rendered, until they have served such disputant with the affidavit of their inspector as to the correctness of the register of their meter, and that all the gas for which said disputants are charged has actually passed through said meter.

Third. The Mayor, Aldermen, and Commonalty of said city hereby reserve the right to purchase, at any time, from the
7402 said company, all the materials, pipes, fixtures, buildings, and all and singular all the personal and real property owned by said company, by paying to the said company the cost of the same, and ten per cent. over and above the said cost.

Fourth. The permission herein granted, is upon the express condition that said company shall proceed immediately, or within one year from the approval by the Mayor, of the resolution, to lay their mains in the district as embraced in this grant, and supply, at least within two years from its passage, gas to be used by the corporate authorities or private consumers.

Fifth. The said company shall be exempt from taxation on their personal property for the period of three years from the organization of said corporation, pursuant to the power granted for this purpose by the eighteenth section of "An Act to authorize the formation of gas-light companies," passed by the Legislature of the State of New York, February 16, 1848.

Sixth. The Mayor, Aldermen, and Commonalty also retain the right to revoke any and all permission, which may be herein granted, upon satisfactory proof being afforded of a failure of the said "Harlem Gas Light Company" to comply with these conditions as herein expressed, or of any neglect to comply with any resolution or ordinance, which may be hereafter adopted, and nothing herein contained shall be construed as giving any exclusive permission whatever to the said Harlem Gas Light Company.

Adopted by the Board of Aldermen, March 26th, 1855.

7403 THE CITY OF NEW YORK.

I, P. J. Scully, Clerk of the said City, do certify, that I have compared the preceding with the original resolution granting permission to the "Harlem Gas Light Company" to lay conductors through the streets, etc., of the City of New York, north of Seventy-ninth Street.

Adopted by the Board of Aldermen, March 26th, 1855, — on file in my office, and that the same is a correct transcript therefrom and the whole of such original.

It witness whereof, I have hereunto subscribe- my name and affixed my official seal this 31st day of July, 1906.

P. J. SCULLY, *Clerk.*

GRANT TO THE HARLEM GAS-LIGHT COMPANY.

Resolved, That the consent of the Mayor, Aldermen, and Commonalty of the City of New York is hereby given to "The Harlem Gas-Light Company," to lay conductors for conducting gas through the streets, avenues, lanes, alleys, and squares, in all that portion of the city lying north of the centre line of Seventy-ninth Street, for the purpose of supplying gas to public and private buildings, in consideration of the following articles being faithfully complied with:

First. The said company shall not impede or interrupt public travel in the laying of such mains more than cannot possibly be avoided; and shall, after depositing their mains, restore the same to as good condition as the same was before such opening, and
7404 be at all times subject to such restrictions, ordinances, and resolutions as the Common Council of said city may, from time to time, adopt, and under the control of the street department of said city.

Second. They shall furnish a supply of gas to all persons who may desire the same, and shall deprive no consumer of gas upon their refusal to pay, or for a dispute of the bill rendered, until they have served such disputant with the affidavit of their inspector as to the correctness of the register of their meter, and that all the gas for which said disputants are charged has actually passed through said meter.

Third. The Mayor, Aldermen, and Commonalty of said city hereby reserve the right to purchase, at any time, from the said company, all the materials, pipes, fixtures, buildings, and all and singular all the personal and real property owned by said company, by paying to the said company the cost of the same, and ten per cent. over and above said cost.

Fourth. The permission herein granted, is upon the express condition that said company shall proceed immediately, or within one year from the approval by the Mayor, of this resolution, to lay their mains in the district as embraced in this grant, and supply, at least within three years from its passage, gas to be used by the corporate authorities or private consumers.

Fifth. The said company shall be exempt from taxation on their personal property for the period of three years from the organization of said corporation, pursuant to the power granted for this purpose by the eighteenth section of "An act to authorize
7405 the formation of gas-light companies," passed by the Legislature of the State of New York, February 16, 1848.

Sixth. The Mayor, Aldermen, and Commonalty also retain the right to revoke any and all permission, which may be herein granted, upon satisfactory proof being afforded of a failure of the said "Harlem Gas-Light Company" to comply with these conditions as herein expressed, or of any neglect to comply with any resolution or ordinance, which may be hereafter adopted, and nothing herein contained shall be construed as giving any exclusive permission whatever to the said Harlem Gas-Light Company.

Adopted by the Board of Councilmen, April 23d, 1855.

(Signed) D. T. VALENTINE,
Clerk of Common Council,
By JOHN H. CHAMBERS, *Deputy.*

THE CITY OF NEW YORK.

I, P. J. Scully, Clerk of said City, do certify, that I have compared the preceding with the original resolution granting permission to the "Harlem Gas Light Company" to lay conductors through the streets, etc., of the City of New York, north of Seventy-ninth Street. Adopted by the Board of Councilmen, April 23, 1855. Approved by the Mayor, April 25, 1855. —— on file in my office, and that the same is a correct transcript therefrom, and the whole of such original.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 31st day of July, 1906.

P. J. SCULLY, *Clerk.*

7406 COMPLAINANT'S EXHIBIT 105.

FRANCHISE

OF THE

METROPOLITAN GAS LIGHT COMPANY OF THE CITY OF NEW YORK.

Resolved, That permission be and the same is hereby given to the Metropolitan Gas Light Company of the City of New York, to lay pipes for conducting gas through the streets, avenues, lanes, alleys and squares in said city, for the period of thirty years, to be subject to the same restrictions as to the mode of laying down said conductors as apply to and govern the New York and Manhattan Gas Light Companies in that respect.

Adopted by the Board of Councilmen, June 9, 1858.

Adopted by the Board of Aldermen, June 10, 1858.

A message from his Honor, the Mayor, vetoing the same was received by the Board of Councilmen, June 21, 1858.

By Board of Councilmen, December 20, 1858, taken from the Table, considered and adopted, notwithstanding the objections of the Mayor, two-thirds of all the members elected to said Board voting therefor.

By Board of Aldermen, December 21, 1858, laid on the table.

By Board of Aldermen, December 22, 1858, taken from table and adopted on ayes and noes notwithstanding the objections of his Honor, the Mayor, two-thirds of all the members elected to said Board voting in favor thereof.

D. T. VALENTINE,
Clerk of Common Council.

7407 THE CITY OF NEW YORK.

I, P. J. Scully, Clerk of said City, do certify, that I have compared the preceding with the original resolution granting franchises to Metropolitan Gas Light Company to lay gas pipes in the streets of the City of New York. —— on file in my office, and that the same is a correct transcript therefrom, and the whole of such original.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 2d day of July, 1906.

P. J. SCULLY, *Clerk.*

COMPLAINANT'S EXHIBIT 106.

GRANT

from

The Mayor, Aldermen, etc. of the City of New York,

to

The Anthracite Gas Lighting and Heating Company

September 17th, 1863.

Amended May 26th, 1865.

Resolved, that there be, and hereby is granted to "The Anthracite Gas Lighting and Heating Company of New York," to right to lay pipes and mains for conducting gas for illuminating and heating, and other purposes, through the streets, avenues, lanes, alleys, squares and other public places in the City of New York for a period of fifty years as provided by the General Manufacturing Laws of the State of New York, the said conductors to be laid under the supervision of the Street Commissioner, the said Company being required to restore the streets, opened by them for laying such
7408 pipes to the same condition as before the said pipes and mains were laid.

Adopted by the Board of Councilmen, June 18, 1863.
Adopted by the Board of Aldermen, June 22nd, 1863.
By Board of Councilmen, July 6th 1863, received from his Honor the Mayor, with his objections thereto.
By Board of Councilmen, August 3, 1863, taken up and adopted, notwithstanding the objections of his Honor the Mayor two thirds of all the members elected having voted in favor thereof.
By Board of Aldermen, September 17th, 1863, taken up, and adopted notwithstanding the objection of his Honor the Mayor, two-thirds of all the members elected having voted in favor therefor; therefore, under the provisions of the Amended Charter, the same became adopted.

D. T. VALENTINE,
Clerk of Common Council.

THE CITY OF NEW YORK.

I, P. J. Scully, Clerk of the said City, Do certify, that I have compared the preceding with the original resolution granting to "The Anthracite Gas Lighting and Heating Co. of New York" the right to lay pipes and mains for conducting gas, etc. through the streets, avenues, etc., of the City of New York, on file in my office and that the same is a correct transcript therefrom and the whole of such original.
In witness whereof I have hereunto subscribed my name and affixed my official seal this 20th day of July 1906.

P. J. SCULLY, *Clerk.*

7409 Resolved, that the resolution granting permission to the "Anthracite Gas Lighting and Heating Company of New York," the right to lay pipes and mains for conducting gas, which became adopted, September 17th, 1863, be, and hereby is amended by adding after the words "New York" in the second line of said resolution, the words "and their assigns."
Adopted by the Board of Councilmen, May 18th, 1865.
Adopted by the Board of Aldermen, May 24th, 1865.
Approved by the Mayor, May 26th, 1865.

THE CITY OF NEW YORK.

I, P. J. Scully, Clerk of the said City, do certify, that I have compared the preceding with the original resolution amending the resolution granting permission to the "Anthracite Gas Lighting and Heating Company of New York," the right to lay pipes and mains for conducting gas, etc., on file in my office, and that the same is a correct transcript therefrom, and the whole of such original.
In witness whereof, I have hereunto subscribed my name and affixed my official seal this 20th day of July, 1906.

P. J. SCULLY, *Clerk.*

7410 COMPLAINANT'S EXHIBIT 107.

CERTIFICATE OF INCORPORATION. THE ANTHRACITE GAS LIGHTING AND HEATING COMPANY OF NEW YORK.

STATE OF NEW YORK,
City and County of New York, ss:

We, the undersigned Citizens of the State of New York, do hereby certify that we have associated together as a Manufacturing Corporation under and by virtue of an Act of the Legislature of the State of New York entitled an Act to authorize the formation of Corporations for Manufacturing mining and mechanical or Chemical purposes, passed February 17, 1848, and the Acts additonal to and amendatory of the same for the purposes of carrying on and conducting the business of making or manufacturing and supplying Gas for Illuminating and Heating purposes, that the name of the said corporation is "The Anthracite Gas Lighting and Heating Company of New York," and that such corporation is to continue in existence for the period of Fifty Years; that the amount of the Capital Stock thereof is Three Million Dollars ($3,000,000), and is divided into Thirty Thousand Shares of One hundred dollars each; that the number of the Trustees of said corporation who shall manage the concerns for the first year, are three whose names are as follows: William H. Gwynne, Henry Holdrige and Stephen D. Law.

And we do further certify, that the Manufacturing operations of the said Corporations will be carried on in the City and County and State of New York.

Dated this 27th day of May, 1863.

W. H. GWYNNE. [L. S.]
H. HOLDRIGE. [L. S.]
S. D. LAW. [L. S.]

7411 CITY AND COUNTY OF NEW YORK, *ss:*

On this 27th day of May, 1863, before me came the above named William H. Gwynne, Henry Holdrige and Stephen D. Law, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof.

J. H. WASHBURN,
Notary Public, City & Co. of N. Y.

Filed, May 28th, 1863.

No. 843.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the said County and Clerk of the Supreme Court of said State for said County, do certify that I have compared the preceding with the original Certificate of Incorpora-

tion of The Anthracite Gas Lighting and Heating Company of New York, on file in my office, and that the same is correct transcript therefrom, and of the whole of such original.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, this 17th day of July, 1906.

(Signed) PETER J. DOOLING, *Clerk.*

Indorsed: Filed May 28th, 1863.

7412 COMPLAINANT'S EXHIBIT 108.

CERTIFICATE OF INCORPORATION

CITIZENS MUTUAL GAS CO. OF N. Y.

May 26, 1863.

5 cent U. S. In. Rev. Stamp Cancelled.

STATE OF NEW YORK,
City and County of New York, ss:

We, William D. Appleton, C. De Forest Grant, Abraham M. Coggins, Elesha Riggs, Moses H. Grinnell, Henry Holdridge, and Stephen D. Law, do hereby certify:

That we desire to form a company pursuant to the provisions of an Act of the Legislature of the State of New York, entitled "An Act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes," passed February 17th, 1848, and of the several acts amending and extending the same, and we hereby associate ourselves as a body corporate under the following

ARTICLES OF ASSOCIATIONS

Act 1. The corporate name of this Company is to be "The Citizens Mutual Gas Company of New York."

Act 2. The objects for which this company is to be formed are the manufacture and production of Gas for illuminating and other purposes and the supplying the same for lighting, heating and other uses and the purchase and sale of inventions, patents and materials applicable therefor.

7413 Act 3. The term of the existence of this company is to be fifty years.

Act 4. The capital stock of said company is to be Five millions of dollars and the number of shares of which the said stock is to consist is fifty thousand.

Act 5. The name of the City and County in which the operation of the said company are to be carried on are the City and County of New York.

Act 6. The number of trustees who shall manage the concerns

of said company for the first year is seven and their names and residences are as follows:

William H. Appleton, New York City,
O. De Forest Grant, New York City,
Abraham M. Coggens, New York City,
Eleshia Riggs, New York City,
Moses H. Grinnell, New York City,
Henry Holdrege, Irvington, N. Y.
Stephen D. Law, Brooklyn, N. Y.

In Witness Whereof, We have hereunto set our hands and seals this 26th day of May, one thousand eight hundred and seventy-five.

WM. H. APPLETON.	[L. S.]
O. D. F. GRANT.	[L. S.]
ABRAHAM M. COGGINS.	[L. S.]
G. RIGGS.	[L. S.]
H. HOLDREGE.	[L. S.]
M. H. GRINNEL.	[L. S.]
S. D. LAW.	[L. S.]

In presence of
JOHN R. STONE.

STATE OF NEW YORK,
City and County of New York, ss:

On this 26th day of May, 1865, before me personally ap-
7414 peared William H. Appleton, O. De Forest Grant, Abraham M. Coggens, Elisha Riggs, Moses H. Grinnell, Henry Holdrege and Stephen D. Law, to me known to be the persons described in the foregoing certificate, and they severally before me signed the said certificate and acknowledged that they signed the same for the purposes therein mentioned.

JOHN R. STONE,
Notary Public in and for the said County of New York.

5 cent U. S. In. Rev. Stamp Cancelled

STATE OF NEW YORK,
City and County of New York, ss:

I, William C. Conner, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a court of Record, do hereby certify that John R. Stone, whose name is inscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the city and county of New York, dwelling in the said city commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further

certify that said instrument is executed and acknowledged according to the laws of the State of New York.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and county the 26th day of May, 1865.

[L. S.] WM. C. CONNER, *Clerk.*

7415 STATE OF NEW YORK,
Office of the Secretary of State, ss:

I have compared the preceding with the original Certificate of Incorporation of "The Citizens' Mutual Gas Company of New York" with acknowledgment thereto annexed, filed in this office on the twenty-seventh day of May, 1865, and hereby certify the same to be a correct transcript therefrom and of the whole of said original.

Witness my hand and the seal of office of the Secretary of State at the city of Albany the twenty-sixth day of June, one thousand eight hundred and seventy-one.

[L. S.] DIEDRICH WILLERS, JR.,
Dep. Secretary of State.

No. 399.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of said county and clerk of the Supreme Court of said State for said county, do certify that I have compared the preceding with the original Certificate of Incorporation of The Citizens' Mutual Gas Company of New York on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

Indorsed: Filed May 26th, 1865.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 25th day of July, 1906.

PETER J. DOOLING, *Clerk.*

7416 COMPLAINANT'S EXHIBIT 109.

THE ANTHRACITE GAS LIGHTING AND HEATING COMPANY OF NEW YORK.

to

THE CITIZENS MUTUAL GAS COMPANY OF NEW YORK.

Dated, May 27, 1865.

This indenture made this twenty-seventh day of May in the year Eighteen hundred and sixty-five:

Between

The Anthracite Gas Lighting and Heating Company of New York, party of the first part, and The Citizens' Mutual Gas Company of New York, party of the second part. Witnesseth:

Whereas, the party of the first part has duly sold unto the party of the second part all its rights and interests in the several inventions and patents and the franchises held by the said party of the first part in relation to laying pipes and mains for conducting gas for illuminating and heating purposes and acquired from the city of New York on the 17th day of September, 1863.

And whereas the party of the first part by a resolution, this day passed, of its board of directors, authorized its President to make and execute all necessary conveyances and transfers, to transfer and vest said inventions and patents and franchises in the said Citizens Mutual Gas Company.

Now therefore in consideration of the premises and other valuable considerations and of one dollar in hand paid, the receipt whereof is hereby acknowledged, the said party of the first part, The Anthracite Gas Lighting and Heating Company of New
7417 York, doth hereby sell, transfer, assign and set over unto The Citizens' Mutual Gas Company of New York, the party of the second part: All and singular, all its right, title, interest and possession of, in and to the several inventions and patents of every name, character and description by it owned or in any way acquired or in which it has any right, privilege or interest; together with all its right, franchise and privilege and permission to lay pipes and mains for conducting gas for illuminating and heating and other purposes through the streets, avenues and lanes and other public places in the city of New York for the period of fifty years, together with all the privileges incident and appurtenant, thereto, acquired by the said party of the first part from the city of New York by the action of the Board of Councilmen, June 18, 1863; of the Board of Aldermen, June 22nd, 1863; of the Board of Councilmen, August 3d, 1863; of the Board of Aldermen, September 17th, 1863; and also by the subsequent action of the Board of Councilmen, May 18, 1865; the Board of Aldermen, May 24th, 1865, and

approved by the Mayor, May 26th, 1865, for the said party of the second part to have and to hold the same to and for itself and its assigns forever.

And the said party of the second part doth hereby further covenant to execute any other or further instrument, assignment or transfer, that counsel learned in the law, may advise, when demanded by the party of the second part, to more effectually vest the title of the whole or any part of the inventions, patents or franchises herein and hereby conveyed and to make it or its assigns the full and perfect owner thereof.

In witness whereof, the said The Anthracite Gas Lighting and Heating Company of New York has caused these presents to
7418 be duly signed by its president and secretary, the day and year above written, the said Company having no seal.

For the Anthracite Gas Lighting and Heating Company of New York,

By WM. H. APPLETON, *President.*
S. D. LAW, *Secretary.*

Two 5c. U. S. Internal Revenue Stamps.

Witness:
GEO. S. APPLETON.
A. T. GURLITZ.
JOHN SICKELS.

COMPLAINANT'S EXHIBIT 110.

CERTIFIED COPY OF CERTIFICATE OF INCORPORATION

of

UNION GAS LIGHT CO.

Dated October 6, 1871.

STATE OF NEW YORK, *City and County of New York, ss:*

We, the undersigned, do hereby certify that we have associated together as a corporation under and by virtue of an Act of the Legislature of the State of New York, entitled "An Act to authorize the formation of gas light companies," passed February sixteenth, in the year eighteen hundred and forty-eight, and of the several acts amendatory and additional thereto for the purpose and object of manufacturing, vending and supplying gas for lighting the streets,
and public and private buildings in and of the City of New
7419 York and for heating and other mechanical uses and objects, and also for the purpose of buying, taking, employing and adopting all things necessary and convenient to and in the manufacturing of such gas.

That the company shall continue and exist for the term of fifty years from this the date of its formation.

That the corporate name is "The Union Gas Light Company of the City of New York."

That the amount of the capital stock of the company is Five millions of dollars and said capital stock is divided into fifty thousand shares of One hundred dollars each.

That the number of directors is seven, and their names are James M. Ryder, Henry M. Benedict, Frank F. Jones, Edwin R. Bennet, Gordon H. Waddell, John Sickels and Francis C. White, all of the City of New York who will and shall manage the concerns of said company for the first year of its existence.

That the City and County of New York in the State of New York is the place in which the operations of the company are to be carried on.

In certification of which we hereunto subscribe our names this the 26th day of October, in the year of our Lord one thousand eight hundred and seventy-one.

J. M. RYDER. [L. S.]
FRANK F. JONES. [L. S.]
H. M. BENEDICT. [L. S.]
EDWIN R. BENNET. [L. S.]
GORDON H. WADDELL. [L. S.]
JOHN SICKELS. [L. S.]
FRANK C. WHITE. [L. S.]

7420 STATE OF NEW YORK, *City and County of New York, ss:*

On this the twenty-sixth day of October, 1871, before me came the above-named subscribers, James M. Ryder, Henry M. Benedict, Frank F. Jones, Edwin R. Bennett, Gordon H. Waddell, John Sickels and Francis C. White, to me known to be the persons described in and who executed the within and foregoing instrument, and certificate of incorporation and they severally acknowledged the execution thereof.

[SEAL.]

E. JACKSON,
Notary Public, N. Y. Co.

I hereby approve of the foregoing certificate of incorporation and do consent that the same be filed in the office of the Secretary of State of the State of New York and in duplicate in the office of the Clerk of the City and County of New York.

Dated, New York, November 3rd, 1871.

ALBERT CARDOZA,
Justice N. Y. Supreme Ct.

Endorsed: Filed Nov. 4th, 1871.

STATE OF NEW YORK, *City and County of New York, ss:*

I, William Walsh, Clerk of the said City and County and Clerk of the Supreme Court of said State for said County, do certify that I have compared the preceding with the original Certificate of In-

corporation of the Union Gas Light Co. of the City of New York on file in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this seventeenth day of April, 1874.

[SEAL.] WM. WALSH, *Clerk.*

7421 COMPLAINANT'S EXHIBIT 111.

THE CITIZENS' MUTUAL GAS COMPANY OF THE CITY OF NEW YORK

to

THE UNION GAS LIGHT COMPANY OF THE CITY OF NEW YORK.

Dated November 22d, 1871.

This indenture made this twenty-second day of November, 1871, made between The Citizens' Mutual Gas Company of the City of New York, party of the first part, and the Union Gas Light Company of the City of New York of the second part,

Witnesseth:

Whereas the party of the first part is the owner of certain rights and privileges in regard to laying pipes and mains for conducting gas in and through the streets, avenues, lanes and public places of the City of New York acquired by purchase from the Anthracite Gas Lighting and Heating Company of New York.

And Whereas, the Union Gas Light Company of New York did on the 18th day of November propose to purchase the same of the party of the second part, according to the terms of a written proposition bearing that date,

And Whereas, the Board of Directors of the said Citizens' Mutual Gas Company of New York did on the said 18th November, 1871, duly accept the said proposition of the party of the second part and did sell and authorize the sale of the rights and privileges aforesaid to the party of the second part upon the terms therein specified and did authorize, empower and direct the officers of said company to make and execute the necessary and proper transfer of the same,

Now, Therefore, under and pursuant to the terms and pro-
7422 visions of the said Resolution of the Board of Directors of the said party of the first part and by the authority therein and thereby granted, the Citizens' Mutual Gas Company of New York, the said party of the first part, does hereby for and in consideration of the sum of six thousand five hundred dollars in cash and two hundred and thirty-seven thousand dollars in the full paid shares of the Capital Stock of the said Union Gas Light Company, according to the terms and privilege as elected and accepted by the party of the first part, sell, transfer and assign unto the Union Gas Light Company of the City of New York, the party of the second

part, the right, privilege and permission to lay pipe and mains for conducting gas for illuminating and heating and other purposes through the streets, avenues and lanes and other public places in the City of New York for the period of fifty years, together with all the privileges incident and appurtenant thereto.

In Witness Whereof, the said Citizens' Mutual Gas Company of New York, the party of the first part, has caused these presents to be signed by its President and Secretary and attested by its corporate seal, this twenty-second day of November, 1871, at the City of New York.

JOHN WHITE, *President.*
[SEAL.] JOHN SICKELS, *Secretary.*

Two U. S. Internal Revenue Stamps 5c. Each.

STATE OF NEW YORK, *City and County of New York, ss:*

On this twenty-second day of November in the year 1871 before me personally came John White, the President of the Citizens'
7423 Mutual Gas Company of New York and John Sickels, the Secretary of said Company, with each of whom I am personally acquainted and who being by me severally duly sworn said, the said John White that he was the President of the Citizens' Mutual Gas Company of New York, and the said John Sickels that he was the Secretary of the said Company, that they each resided in the City of New York, that they knew the corporate seal of said Company, that the seal affixed to the above instrument was such corporate seal, that it was affixed by order of the Board of Directors of said Company and that they signed their names thereto by the like order as President and Secretary respectively of the said Company.

[SEAL.] M. A. POTTER,
Notary Public, N. Y. C.

7424 COMPLAINANT'S EXHIBIT 112.

At a Special Term of the Supreme Court, held at the Court House in the City of New York on the fifteenth day of June, 1875.

Present: Hon. JOHN R. BRADY, Justice.

THE PEOPLE OF THE STATE OF NEW YORK
against
THE UNION GAS LIGHT COMPANY OF THE CITY OF NEW YORK, and JAMES BOORMAN JOHNSON, Trustee, etc.

A motion having been made herein on behalf of the plaintiff for the appointment of a Receiver of the property and franchises of the Union Gas Light Company in accordance with the Statue in such case made and provided, and also for an injunction against the defendant Johnson as by reference to the motion papers herein will more fully and clearly appear.

And the said motion now coming on to be heard, and Freeman J.

Freeman, Esq., as Counsel for the People, duly delegated and authorized by the Attorney General, having appeared in support of the said motion, and the Union Gas Light Company and James B. Johnson the defendants having appeared in this action by Richard M. Harison, their attorney, and having by their said attorney expressly waived any and all objections for want of notice, and admitted due and legal service of the motion papers herein, now
7425 therefore, on the Complaint herein and the affidavit of F. J. Fithian and on motion of Mr. Fithian of Counsel for the plaintiff after hearing Mr. Harison of Counsel of the Union Gas Light Company and James Boorman Johnson, Trustee, &c.

It is ordered that Charles Edgar Appleby, of Glen Cove, Long Island, be and he is hereby appointed Receiver of all and singular the property, franchises and effects of every description of the said Union Gas Light Company of the City of New York with all *the* singular *and* appurtenances in anywise thereto appertaining, and of all records books, papers and accounts of said Company in anyway relating to the business thereof and necessary to enable him properly and efficiently to discharge the duties imposed upon him by this order; and the said Receiver is hereby vested with all such other and general powers as it is usual, and in accordance with the rules and practice of this court to confer upon Receivers in like cases.

And it is ordered that he give a bond for the faithful performance of his duties as such Receiver in the sum of Five thousand dollars with sureties to be approved as to form and sufficiency by one of the Justices of this Court, and that on the filing of such Bond he enter forthwith upon the performance of his duties as such Receiver.

AND IT IS FURTHER ORDERED,

1st. That as soon as may be after entering upon his office the said Receiver make and file with the clerk of this Court a true, full and complete Inventory of all and singular the property of the said corporation, real, personal and mixed, and also a like statement of the debts and liabilities of the said Company.

2nd. That he have power to prosecute and defend with-
7426 out the further order of this Court, all existing actions by or against the said Company, and to commence and prosecute any actions, which in the usual course of business he may deem necessary and proper to commence hereafter, either in the name of the said Company, or in his own name as such Receiver, and to defend any and all suits which may hereafter be brought against the said Company, or himself, as such Receiver, and in respect to all of the aforesaid actions to pay and defray the usual and ordinary expenses incident thereto.

That he do all that may be needful to maintain and preserve the corporate organization and franchises of said corporation until final judgment herein and that he defray the proper and necessary expenses incident thereto.

3d. That the said Receiver have full power to compromise and settle any and all judgments or claims against the said corporation or its property, or in favor of the said corporation as against other parties and also to sell and dispose of any or all of the property and

franchises of said Company whenever and upon such terms as he shall deem advantageous to the interests of the creditors of the said corporation, provided, however, that no such compromise, settlement or sale shall be fully and completely consummated and carried out and the Receiver relieved from personal liability and responsibility on account thereof until the consent of confirmation of this Court shall have been first had and obtained to such compromise, settlement or sale.

4th. All moneys coming into the lands of the said Receiver from and such compromise and settlement or sale are to be held by him subject to the further order and direction of this Court and in all and singular the premises he shall be subject to such orders and
7427 directions as this Court may from time to time make and he is authorized to apply from time to time for such orders and directions as he may be advised.

5th. He shall keep a true, full and particular account of all his acts and doings as to such property and of all his payments and disbursements in the performance of the duties imposed upon him hereby, and he shall once in every three months, and oftener if required, render to this Court and file with the Clerk thereof a true, full and faithful account of all his said receipts and disbursements in the premises.

And the said Union Gas Light Company, its officers and agents are commanded and enjoined to deliver up to the said Receiver when he shall have qualified, all and singular of the property whereof he is hereby appointed Receiver.

Enter,

J. R. B.

No. 971.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the said County and Clerk of the Supreme Court of said State for said County, do certify that I have compared the preceding with the original order on file in my office and that the same is a correct transcript therefrom, and of the whole of such original.

Indorsed: Filed. June 15, 1875.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 27th day of July, 1906.

[L. S.] (Signed) PETER J. DOOLING, *Clerk.*

7428 COMPLAINANT'S EXHIBIT 113.

At a Special Term of the Supreme Court, held at the Court House in the City of New York, on the 24th day of July, 1876.

Present: Hon. T. R. WESTBROOK, *Justice.*

THE PEOPLE OF THE STATE OF NEW YORK
against
THE UNION GAS LIGHT COMPANY OF THE CITY OF NEW YORK and Others.

On reading and filing the petition of Charles Edgar Appleby, Receiver of the Union Gas Light Company of the City of New York, duly appointed by the Court, bearing date July 19, 1876, whereby it among other things appears that the said Receiver now holds in his hands, as assets of the said Union Gas Light Company certain franchises and rights to lay mains; an interest in a certain contract made by the Union Gas Light Company with William Foster, Junior, and certain others, grantees, of a grant from the City of New York, known as and described in Chapter 944 of the Laws of this State, passed June 12, 1871, which contract bears date the 25th of February, 1874, and any interest which the said Union Gas Light Company may have in and to the said State grant; and also certain checks of Cornelius S. Bushnell, amounting in the aggregate to the sum of $17,611.81; certain office furniture and fixtures of the value of about $250,
7429 and a claim against Cornelius S. Bushnell under the warranty clause in his deed of conveyance to the Union Gas Light Company of the real estate formerly owned by him, and that this constitutes all the property and rights which belong to said Company and which are now in the hands of the petitioner as such Receiver.

And it also appearing that there are now judgments and claims against the said Union Gas Light Company amounting in the aggregate to upwards of $300,000, and that it is desirable and proper, and for the best interests of all parties concerned, that all of the said property, rights, franchises and contracts should be sold forthwith at public auction, in order to close up and settle the affairs of the said Company.

Now on motion of James M. Varnum of Counsel for said Receiver and no one appearing in opposition, and upon filing proof of due service of the notice of motion.

It is Ordered that Charles Edgar Appleby, Receiver of the Union Gas Light Company of the City of New York, be and he is hereby authorized and directed to sell forthwith at public auction in the City of New York, all the right, title and interest of any Kind and nature whatsoever which the said Union Gas Light Company, or its Receiver, may have in or to certain franchises, or rights to lay mains in streets, avenues, &c., in the City of New York, acquired by the Union Gas Light Company by intermediate assignments from the Anthracite Gas Lighting and Heating Company, to which last named Company and its assigns, the said franchises and rights were granted by the Municipal authorities of the City of New York by an ordi-

nance passed by the Common Council, September 17th, 1863, and amended subsequently by the said Common Council, and approved by the Mayor of the City of New York on or about the 26th day of May, 1865, which said franchises and rights were assigned
7430 to the Union Gas Light Company by assignment bearing date the twenty-second day of November, 1871; (and also all the interest of the said Union Gas Light Company or its Receiver in and to a certain contract made by the Union Gas Light Company with William Foster, Junior, and certain other grantees, of a grant from the State of New York, Known as and described in Chapter 944 of the Laws of this State, passed June 12th, 1871, which contract bears date the twenty-fifth day of February, 1874, and all the right, title and interest of the said Company, or its Receiver, in and to the State grant above referred to,) and also certain checks of Cornelius S. Bushnell, on the Continental National Bank of the City of New York, amounting in the aggregate to the sum of $17,611.81; and also certain office furniture and fixtures of the Union Gas Light Company of the value of about $250, viz:

and also any claim which the said Union Gas Light Company, or its Receiver, may have against the said Cornelius S. Bushnell, under the warranty clause in his deed of conveyance to the said Union Gas Light Company, of the real estate above mentioned, by reason of certain mortgage and judgment liens, which were incumbrances upon the said property at the time of its conveyance.

And it is further Ordered that said Receiver give fourteen days public notice of such sale by publication in the *Daily Register* and in the *New York Evening Post*, two newspapers published in the City of New York, once in each week for two weeks, and by mailing a copy of such notice to all the creditors and stockholders of record of said Company, addressed to their last Known address;
7431 and that said property be sold at such time to the highest bidder, and that said Receiver make and file in the office of the Clerk of this Court, a full report and account of such Sale.

And it is further Ordered that said Receiver be and he is hereby authorized and empowered to sell the said assets, either separately or as a whole, as he may in his judgment deem best and advisable, and upon the sale of the same to make, execute and deliver to the purchaser or purchasers or his or their assigns all necessary and proper deeds or other instruments conveying and transferring the same.

And it is further Ordered that the proceeds of said Sale be applied by said Receiver towards paying the claims of all the creditors of said Company, whose claims have been proved and allowed by the Receiver, and in case they shall be insufficient to discharge the same in full then that such proceeds be divided by him *pro rata* among the said creditors, in accordance with the Statutes in such case made and provided.

(Filed, July 24, 1876.)

Enter. T. R. WESTBROOK, *J. S. C.*

A Copy:
PETER J. DOOLING, *Clerk.*

7432 COMPLAINANT'S EXHIBIT 114.

At a Special Term of the Supreme Court, held at the Court House in the City of New York, on the 11th day of March, 1879.

Present: Hon. A. R. Lawrence, Justice.

THE PEOPLE OF THE STATE OF NEW YORK
against
THE UNION GAS LIGHT COMPANY OF THE CITY OF NEW YORK.

Upon reading and filing the report of Charles E. Appleby, Receiver of the Union Gas Light Company, whereby it amongst other things appears that in pursuance of an order of this Court made on the 24th day of July, 1876, the said Charles E. Appleby, as Receiver as aforesaid, duly sold at public auction, at the Exchange Salesrooms, No. 111 Broadway and partly at 1½ Pine Street, in the City of New York, on the tenth day of August, 1876, by E. H. Ludlow & Co., auctioneers, all the property, assets and effects, franchises and rights of every description belonging to the Union Gas Light Company, specifically described in the order aforesaid, for the aggregate sum of Seventy-six thousand four hundred dollars to Walter Osborne, Tilton E. Doolittle and Jared E. Redfield, Receivers of the Townsend Savings Bank of New Haven, Connecticut, they being the highest bidders therefor.

And it further appearing by the vouchers and papers annexed to said report:

7433 1st. That said Receiver gave due notice of such sale for the time and in the manner described by said order of July 24th, 1876, and in all other respects has fully complied with the provisions of said order.

2d. That the purchasers at such sale duly assigned their purchase and bid to Clark Bell, and that the Receiver has duly executed transfers and conveyances of said property and assets to said Clark Bell.

3rd. That the said Receiver has distributed the proceeds of such sale among the creditors of said Union Gas Light Company *pro rata* in accordance with the provisions of said order.

Now, upon motion of James M. Varnum, Esq., of counsel for said Receiver, it is ordered, that the said Report be and the same is hereby in all respects ratified and confirmed, and the sales so made by said Receiver and the conveyances and transfers executed by him to complete the same be and the same are hereby duly ratified and confirmed by this Court.

Enter,

A. R. L., *J. S. C.*

A copy.

PETER J. DOOLING, *Clerk.*

7434 COMPLAINANT'S EXHIBIT 115.

CHARLES E. APPLEBY, RECEIVER OF THE UNION GAS LIGHT COMPANY,

TO

CLARK BELL.

Dated August 10, 1876.

This Indenture, made the tenth day of August, one thousand eight hundred and seventy-six, between Charles Edgar Appleby, Receiver of the Union Gas Light Company of the City of New York of the first part, and Clark Bell, of the City and County of New York of the second part.

Whereas, the party of the first part was duly appointed the Receiver of the property, Estate and effects of the Union Gas Light Company of the City of New York by an order of the Supreme Court of the State of New York, made on the fifteenth day of June, 1875, in an action pending in said Court in the City and County of New York, wherein the People of the State of New York are plaintiffs and the said The Union Gas Light Company and another are defendants.

And whereas, by an order of the said Supreme Court made in the said action at Special Term on the twenty-fourth day of July, 1876, it was among other things ordered that the party hereto of the first part as such Receiver, be and he was thereby authorized and directed to sell at public auction in the City of New York, to the highest bidder, all the right, title and interest of every kind and nature, whatsoever, which the said Union Gas Light Company, or its Receiver might have in and to certain franchises, rights, grants, contracts and property in such order mentioned, of which the rights and franchises hereinafter mentioned and conveyed are part;

7435 and that the said party of the first part as such Receiver, give public notice of such sale in the mode in such order mentioned, and upon the sale of the same to make, execute and deliver to the purchaser or purchasers, or his or their assigns, all necessary and proper deeds or other instruments conveying and transferring the same.

And whereas, the said party of the first part as such Receiver, pursuant to such order duly advertised to be sold at the Exchange Sales Room number 111 Broadway, in the City of New York, on the tenth day of August, 1876, at 12 o'clock noon of that day, by E. H. Ludlow & Co., Auctioneers, all and singular the franchises, rights, grants, contracts and property in such order mentioned, due notice of such sale having been given as directed in and by said order.

And whereas, at the time and place mentioned in such advertisement of sale, the party of the first part as such Receiver, duly attended and sold at public auction, the rights and franchises herein-

after mentioned, to Walter Osborn, Tilton E. Doolittle and Jared E. Redfield, Receivers of the Townsend Savings Bank of New Haven, Connecticut, for the sum of One thousand dollars, that being the highest sum bidden therefor.

And whereas, the said purchasers have since such sale, by an instrument in writing duly assigned and transferred unto the party hereto of the second part, all their rights, title and interest in and to the said property and franchises and their interest in the said bid.

Now this Indenture witnesseth, that the party hereto of the first part, in consideration of the premises and of the said sum of One thousand dollars to him, paid by the party hereto of the second part, the receipt of which is hereby acknowledged, hath bargained, sold, assigned and set over, and he hereby bargains, sells, assigns
7436 and sets over to the said party of the second part, his executors, administrators and assigns: "All the right, title and interest of any kind and nature whatsoever, which the said Union Gas Light Company, or its Receiver, may have in or to certain franchises or rights to lay mains in the streets, avenues, &c., in the City of New York, acquired by the Union Gas Light Company by intermediate assignments from the Anthracite Gas Lighting and Heating Company, to which last named company, and its assigns, the said franchises and rights were granted by the municipal authorities of the City of New York, by an ordinance passed by the Common Council, September 17th, 1863, and amended subsequently by said Common Council, and approved by the Mayor of the City of New York, on or about the 26th day of May, 1865, which said franchises and rights were assigned to the Union Gas Light Company by assignment bearing date the 22d day of November, 1871, and all the right, title and interest of the said company, or the said party of the first part as its Receiver, in and to the rights and franchises above referred to.

To have and to hold the same to the party of the second part, his executors, administrators and assigns to their own use forever.

In witness whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

CHARLES ED. APPLEBY, *Receiver.* [SEAL.]

Sealed & delivered in the presence of
M. A. POTTER.

7437 STATE, CITY, AND COUNTY OF NEW YORK, *ss:*

On this twenty-first day of August, 1876, before me personally came Charles Edgar Appleby, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a

Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[SEAL.] PETER J. DOOLING, *Clerk.*

Endorsed: Charles E. Appleby, receiver of The Union Gas Light Co. to Clark Bell.

Deed, dated August 10th, 1876. Anthracite Grant.

7438 COMPLAINANT'S EXHIBIT 116.

CLARK BELL
TO
KNICKERBOCKER GAS LIGHT COMPANY.

Deed

Dated August 22, 1876.

This indenture made this 22nd day of August in the year one thousand eight hundred and seventy-six

Between Clark Bell of the City and County, and State of New York, of the first part and Knickerbocker Gas Light Company of the same place, of the second part.

Witnesseth:—That the said party of the first part for and in consideration of the sum of One dollar to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and of other valuable considerations, unto him moving, and in pursuance and fulfilment on his part of a certain agreement heretofore made between the said party of the first part and the said party of the second part, dated August 10th, 1876, hath bargained, sold, assigned, conveyed and set over and by these presents does bargain, sell, assign, convey and set over to the said party of the second part, its successor and assigns, all the right, title and interest of any kind and nature whatsoever, which the Union Gas Light Company or its Receiver had or which the said party of the first part has in or to certain franchises or rights to lay mains in streets, avenues, etc., in the City of New York, acquired by the Union Gas Light Company by intermediate assignments, from the Anthracite Gas Lighting and Heating Company to which last named Company and its
7439 assigns the said franchises and rights were granted by the municipal authorities of the City of New York by an ordinance passed by the Common Council September 17th, 1863, and

amended subsequently by said Common Council and approved by the Mayor of the City of New York on or about the 26th day of May 1865, which said franchises and rights were assigned to the said the Union Gas Light Company by assignment bearing date the 22nd day of November 1871, and all the right, title and interest which the said the Union Gas Light Company or its Receiver had or which the said party of the first part has in and to the rights and franchises above referred to.

Being the same rights, franchises and property heretofore conveyed to the said party of the first part by Charles E. Appleby Receiver of The Union Gas Light Company by conveyance bearing date August 10th, 1876, to the which conveyance is hereby made for a more particular description.

Also all the interest which the said The Union Gas Light Company, or its Receiver, had or which the said party of the first part has in and to a certain contract made by the said The Union Gas Light Company with William Foster, Junior, and certain other grantees of a grant from the State of New York, known as and described in Chapter 944 of the Laws of this State, passed Jan. 12, 1871, which contract bears date the twenty-fifth day of February, 1874, and all the right, title and interest which the said The Union Gas Light Company, or its Receiver, had or which the said party of the first part has in and to the State grant above referred to.

Being the same property heretofore conveyed to the said party of the first part by Charles E. Appleby, Receiver of the Union Gas Light Company by conveyance bearing date August 10th, 1876, to the which conveyance reference is hereby made for a more particular description.

7440 To have and to hold the same to the party of the second part, its successors and assigns, to their own use forever.

In Witness Whereof, The party of the first part has hereunto set his hand and seal the day and year first above written.

CLARK BELL. [L. S.]

Sealed & Delivered in presence of
M. A. POTTER.

CITY AND COUNTY OF NEW YORK, *ss:*

On this twenty-second day of August, in the year 1876, before me personally came Clark Bell, to me known to be the individual described in and who executed the within instrument and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written was, at the time of taking

such proof or acknowledgment a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same, and further
7441 that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal in the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 117.

RESOLUTION CONCERNING GAS COMPANIES.

Resolved: That permission be and is hereby given to all incorporated Gas Light Companies to lay gas mains and pipes in the streets, avenues and public places in this City for the purpose of supplying gas to this City and its inhabitants, upon such conditions as may be prescribed and approved by his Honor the Mayor, the Comptroller and the Commissioner of Public Works who are now by law authorized to make provisions for lighting the streets of this City.

Adopted by the Board of Aldermen, December 21, 1876.

Approved by the Mayor, December 23rd, 1876.

THE CITY OF NEW YORK.

I, P. J. Scully, Clerk of the said City, Do Certify, that I have compared the preceding with the original Resolution giving permission to Gas Light Companies to lay gas mains in the City of New York.

Adopted by Board of Aldermen Dec. 21st, 1876, approved
7442 by the Mayor, Dec. 23, 1876, on file in my office, and that the same is a correct transcript therefrom, and the whole of such original.

In witness whereof, I have hereunto subscribed my name and affixed my official seal this 21st day of August, 1906.

(Signed) P. J. SCULLY, *Clerk.*

COMPLAINANT'S EXHIBIT 118.

MUNICIPAL COMPANY FRANCHISE. MAYOR, COMPTROLLER AND COMMISSIONER OF PUBLIC WORKS OF THE CITY OF NEW YORK

TO

THE MUNICIPAL GAS LIGHTING COMPANY OF NEW YORK.

Whereas, The following Resolution has been adopted by the Common Council and approved by his Honor the Mayor, to wit:

Resolved: That permission be and is hereby given to all incorporated Gas Light Companies to lay gas mains and pipes in the streets, avenues and public places in this City for the purpose of supplying gas to this City and its inhabitants, upon such conditions as may be prescribed and approved by his Honor the Mayor, the Comptroller and the Commissioner of Public Works who are now by law authorized to make provision for lighting the streets of this City.

7443 Adopted by the Board of Aldermen, December 21, 1876.
Approved by the Mayor, December 23, 1876.

(Signed) F. J. TWOMEY,
Clerk of the Common Council.

And Whereas, the "Municipal Gas Light Company," a Gas Light Company duly incorporated, desires to avail itself of such permission upon conditions to be prescribed and approved, as in said resolution provided; now,

We, the Mayor, Comptroller, and Commissioner of Public Works of the City of New York, in pursuance of the foregoing resolution, do hereby prescribe and approve the following, as the conditions upon which the said Municipal Gas Light Company may lay its gas mains and pipes in the streets, avenues and public places in the City of New York, for the purpose of supplying gas to this City and its inhabitants, namely:

1st. The Manufactory or Works necessary for the purpose of producing and furnishing gas, shall be so conducted as not to be in any way detrimental to the public health, nor otherwise create a nuisance.

2nd. The gas furnished shall be of the best quality of illuminating gas of an illuminating power of not less than 16 candles when tested at a distance of not less than one mile from the place of manufacture.

3rd. Gas shall be supplied to the public lamps situated on the line or lines of the mains of said Company, and said lamps shall be lighted, when required by the City, at a rate not to exceed the maximum of Twenty Dollars per annum for each lamp, burning
7444 Thirty-eight hundred and thirty-three and one-third hours and consuming gas through a burner consuming three feet of gas per hour under a pressure of one inch; the said rate to include

the gas, lighting, extinguishing, cleaning, repairing, reglazing and painting the lamp-posts and lanters, replacing the cocks, tubes, burners, cross-heads, lamp irons and lanterns.

Also the prices for fitting and repairing lamp-posts, which may at any time be required, shall not exceed the following rates, to-wit:

For fitting up each lamp-post Ten Dollars.
For straightening each lamp-post, One Dollar and Fifty Cents.
For releading each column, One Dollar and Fifty Cents.
For refitting each column, Three Dollars and Fifty Cents.
For moving each lamp-post, Three dollars and fifty cents.
For resetting each lamp-post, Ten Dollars.

Fourth. If at any time during the continuance of the permission given by said Resolution of the Common Council it shall be considered by the Commissioner of Public Works that the cost of production or manufacture of gas shall be reduced to an extent to admit of the lighting of the public lamps at a rate less than twenty dollars per annum, then in that case, arbiters shall be appointed, one by the parties of the first part, one by the parties of the second part, and the two so appointed to designate a third, which three shall determine upon a fair and equitable rate below the said twenty dollars.

Fifth. Gas shall be supplied to the public buildings or offices of the Corporation, situated on the line or lines of the mains of
7445 said parties of the second part whenever the said Company may be required so to do by the proper officers of the City, at a rate not to exceed two dollars per one thousand cubic feet.

Sixth. From and after the first day of January, 1878, gas shall be supplied to all persons residing or doing business on the line or lines of the mains of the parties of the second part who may desire the same, at a rate not to exceed two dollars and forty cents per one thousand cubic feet; and no consumer shall be deprived of gas upon refusal to pay or in consequence or on account of a dispute as to the bill rendered, until such consumer shall have been served with an affidavit of the Inspector of the said Company as to the correctness of the register of the meter through which such gas has been passed: Provided that leaving such affidavit on the premises where gas has been furnished, with some person of suitable age and discretion, shall be a sufficient service thereof on such consumer.

Seventh. The Common Council of the City of New York shall have the right to order the mains or pipes of said Company to be extended in or along any of the streets, avenues, or public places of the City: Provided that said parties of the second part shall not be compelled to expend in the laying of mains a yearly sum exceeding ten thousand dollars.

Eighth. All trenches or excavations shall be filled immediately after the mains or pipes shall be laid, the earth to be thoroughly rammed as the same is thrown into the trench or excavation, and the pavement to be replaced in a good and workmanlike manner and to the entire satisfaction of the Commissioner of Public
7446 Works; and in case the said Company, or its successors, shall fail, or neglect to replace the pavement or pavements to the satisfaction of the Commissioner of Public Works, then the Commissioner of Public Works shall have the right to cause such pave-

ment to be taken up and replaced in a good and workmanlike manner by a person or persons to be appointed by the said Commissioner for that purpose; and the expense of such repaving shall be paid by the said parties of the second part to the Commissioner of Public Works.

Said Company shall also be governed by the laws and ordinances of the Common Council of the City of New York, and by such rules and regulations as the Commissioner of Public Works, his successor or successors in office, may prescribe for the laying of mains and the proper protection and filling of the trenches or excavations, for the taking up, replacing and repaving of the pavements, and the lighting, care and maintenance of the public lamps.

Ninth. The permission given by said resolution of the Common Council, unless sooner revoked, as hereinafter provided, shall continue for the period of thirty years from the date of signing of these conditions by the Mayor, Comptroller, and Commissioner of Public Works: Provided all the conditions herein prescribed shall be fully performed by the said Company. Neither said permission or any right conferred on said Company by said resolution shall be assigned nor transferred without the previous consent of the Common Council.

Tenth. The Common Council may repeal, annul and revoke the said resolution and the permission thereby given upon the failure of the said Company to perform any of the conditions herein
7447 contained, and thereupon all right of said Company under said resolution and these conditions shall cease, and said Company shall thereupon remove all its pipes and mains from the streets, avenues and public places.

Eleventh. It is expressly provided that nothing herein nor in said resolution contained, shall be construed as granting to the said parties of the second part, any sole or exclusive right or privilege, or as preventing the granting privileges similar to those hereby and by said resolution given to any other company, persons or parties whatsoever, or as preventing any person or persons from erecting in or upon his or their own premises any building or apparatus to light with gas his or their own house, store, manufactory or premises.

Twelfth. The permission given in said resolution shall not become operative or take effect until the said Municipal Gas Light Company shall have signified its assent to these conditions, and its acceptance of the permission given in said resolution, upon these conditions.

Dated, New York, March 22d, 1877.

SMITH ELY, JR., *Mayor.*
JOHN KELLY, *Comptroller,*
ALLAN CAMPBELL,
Commissioner of Public Works.

The Municipal Gas Light Company hereby assents to all the above conditions and accepts the permission given by the above
7448 resolution of the Common Council of the City of New York, upon such conditions.

Dated, New York, March 22d, 1877.

THE MUNICIPAL GAS LIGHT COMPANY,
By CHARLES G. FRANCKLYN, *President.*
[SEAL.] PHILIP ALLEN, *Secretary.*

Resolved, That this Company assent to the conditions imposed by the Mayor, Comptroller and Commissioner of Public Works, as set forth in foregoing paper this day signed by them, and accept the permission given by the resolution of the Common Council of the City of New York therein referred to. That the President be and hereby is directed to execute the same in triplicate, and affix the seal of the Company thereto.

I hereby certify that the above is a true copy of a resolution passed by the Board of Directors of the Municipal Gas Light Company, March 22d, 1877.

[L. S.] PHILIP ALLEN, *Secretary.*

Endorsed: Approved as to form, Wm. C. Whitney, Counsel to the Corporation.

The above is a correct copy of foregoing agreement on file in the Department of Finance.

N. TAYLOR PHILLIPS,
Deputy Comptroller.

J. A. McC.
New York, Aug. 21/06.
Ex. & O. K.
H. J. S.

7449 COMPLAINANT'S EXHIBIT 119.

STATE GRANT.

LEGISLATIVE FRANCHISE GRANTED

TO

ISAAC P. MARTIN AND OTHERS.

CHAP. 944, LAWS OF 1871.

AN ACT to authorize the construction of gas works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose.

Passed June 12, 1871; three-fifths being present.

The People of the State of New York, represented in State and Assembly, do enact as follows:

SECTION 1. Isaac P. Martin, William Foster, Junior, Edward Jones, George H. Wicks, Shepherd F. Knapp, William R. Dyer, John E. Cronly, John C. Angell, Edward J. Shandly, Joseph G. Jennings, William Vail, Henry Johnson, William Johnson, William H. Murphy, James S. Turner, Thomas Y. Avery, John Balmore, Henry S. Murray, Peter H. E. Baxter, Junior, Edward Taylor, Joseph Murphy, Walter Smith, Joel A. Fithian, William H. Bloom, Andrew J.

Smith, Henry A. Smith, Patrick Quinn, Richard H. Vaughn, William P. Smith, Joseph Bell, Delavan Peck, John J. Walsh, Matthew T. Brennan, Charles E. Loew, George Chivis, Edgar Brown, John J. Turner, John H. Johnston John Cox, William Higgins, and their assigns are hereby authorized and empowered, at any time hereafter, to manufacture, make and sell gas, to be made of coal, oil, tar, peat, pitch, turpentine, or other materials, to be used for the pur-
7449*a* pose of lighting all that portion of the city of New York lying north of the center line of Seventy-ninth street, including all of the Central Park, in its entire width and length, and all streets, avenues, lanes, alleys, squares and parks, within the limits aforesaid, and any buildings, manufactories or houses contained and situate within the said limits, and to lay pipes for the purpose of conducting the gas in any streets, avenues, lanes, alleys, squares and parks of said portion of said city, and in the said Central Park, and to adopt any other necessary means to furnish gas to any inhabitants in said portion of said city, and to the said Central Park; and also the said persons and their assigns shall so conduct their manufacture or manufactures of gas as not to create a nuisance, and that in digging and laying pipes in any public street, avenue, lane, alley, square, park or highway the same shall be done in a proper and workmanlike manner, with as little delay and inconvenience to the public travel as practicable, and without injury to the Croton pipes; and the surface of such street, avenue, lane, alley, square or park shall thereupon, be immediately restored and repaired by said persons, or their assigns, to the condition in which it was immediately before the laying of such pipes. But nothing herein contained shall be taken or construed so as to authorize the laying of any gas pipes, or other conduit for the transmission of gas, or the construction of any works, buildings or erections, or the lighting of any road, street, lane or path within the Central Park, or within or upon any of the parks, public places, boulevards, streets or avenues which are under the control of the Department of Public Parks of the City of New York, without the consent of the said Department of Public Parks first had and obtained. The rights and privileges hereby granted are exclusive; but shall not be construed to affect or
7449*b* impair any exclusive rights or privileges, if any, vested in any incorporated company in said City.

§ 2. The said persons and their assigns shall have power to purchase and hold real estate necessary and convenient for the purposes aforesaid, and to erect and maintain all necessary and convenient buildings, fixtures and machinery for the purposes aforesaid, and incident or necessary thereto.

§ 3. If any person or persons willfully do or cause to be done any act or acts whatever, whereby the works of said persons, or of their assigns, or any pipe, conduit, plug, cock, reservoir, or any engine, machine or structure, or other thing appertaining to the same, shall be stopped, obstructed or impaired, weakened, injured or destroyed, the person or persons so offending shall forfeit and pay to the said persons, or their assigns, treble the amount of the damage sustained by means of such offense or injury, to be recovered by said persons

or their assigns, with costs of suit, in any court having cognizance thereof. The persons named in the first section of this act or their assigns, shall, within ninety days after the passage of this act, select, by the ballots of a majority thereof, not less than seven, nor more than thirteen of their number, as an executive committee, who shall have the control and management of the business authorized to be done and carried on by the provisions of this act. The first five persons named in said section shall give at least five days' notice, in two daily newspapers published in the city of New York, of the time and place at which such executive committee shall be elected.

§ 4. This act shall be deemed a public act, and shall be
7450 favorably construed for the purposes herein expressed and declared, in all courts and places whatsoever.

§ 5. This act shall take effect immediately.

COMPLAINANT'S EXHIBIT 120.

PROOF OF PUBLICATION, IN COMPLIANCE WITH STATE GRANT.

STATE OF NEW YORK, *City and County of New York, ss:*

Edwin J. Carver, being duly sworn, saith that he is the Principal Clerk in the office of the New York Daily Transcript, a newspaper printed in the City of New York, that the advertisement hereto annexed was published in the said New York Daily Transcript in its issues dated July 8th, 10th, 11th, 12th, and 13th, 1871.

EDWIN J. CARVER.

Sworn to before me this 13th day of July, 1871.

P. McMULLEN,
Com. of Deeds.

OFFICE NEW YORK NEWS.

STATE OF NEW YORK, *City of New York, ss:*

Henry E. Lynch, of the City of New York, being duly sworn, says that he is Principal Clerk employed in the office of the New York News, a newspaper published in the said City of New York, and that the Notice, of which the annexed is a copy, has been
7451 regularly published in the said New York News six times successively commencing on the seventh day of July, 1871.

HENRY E. LYNCH.

Sworn to before me this 13th day of July, 1871.

JOHN CALLAHAN,
Com. of Deeds, City and County of New York.

COPY OF PUBLISHED NOTICE.

TO ALL WHOM IT MAY CONCERN:

In pursuance of the provisions of an act of the Legislature of the State of New York, passed May 12th, 1871, being Chapter 944 of the Laws of 1871, entitled "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein and to lay the pipes for that purpose."

The undersigned, the first five persons named in said Act, hereby give notice in pursuance of the provisions thereof that a meeting of the persons named in the first Section of said Act, or their assigns, will be held on Thursday, thirteenth day of July, A. D. 1871, at the hour of one o'clock in the afternoon, at the office of Andrew J. Smith, No. 132 Nassau Street, in the City of New York, for the purpose of selecting an Executive Committee, to control and manage the business authorized to be done and carried on by the provisions of said Act.

Dated New York, July 6, 1871.

EDW. JONES.
ISAAC P. MARTIN.
WM. FOSTER, JR.
S. F. KNAPP.
GEORGE H. HICKS.

7452 CITY AND COUNTY OF NEW YORK, *ss:*

William Foster, Jr., being duly sworn, says: That he was a member of the Executive Committee of the so-called City Gas Legal Co., organized under an Act of the Legislature of the State of New York, passed May 12, 1871, entitled "An Act to authorize the Construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein and to lay pipe for that purpose."

That for a long time he was Chairman of said Executive Committee and was familiar with its business and operations.

That the annexed copy of a notice was within the personal knowledge of this deponent published in the New York Daily Transcript, for six successive days succeeding the 7th day of July, 1871, and in the New York Daily News for six successive days succeeding the 7 days of July, 1871.

That the annexed copy affidavits of Edwin J. Carver, and Henry E. Lynch are true copies of the original affidavits of publication made by them respectively, of such notice, furnished by them to the said Executive Committee, which were for some time in deponent's possession, but are not now and are mislaid.

Deponent further says: That Henry Hilton and Hugh Smith were at one time elected members of the said Executive Committee, under the supposition that they were incorporators named in the Act, which was a misrepresentation in fact—that they were not corpora-

tors, and never were eligible to act as members of the Executive Committee, and so far as this deponent has any knowledge, never took by purchase or assignment the interest of any incorporator and
7453 were never by reason of their said not being eligible, entitled to act as members of said Executive Committee.

WM. FOSTER, JR.

Subscribed and sworn to before me this 20th day of May, 1878.

JAMES CLYNE,
Notary Public, Kings County.

COMPLAINANT'S EXHIBIT 121.

WILLIAM R. DYER TO WILLIAM CAULDWELL.

Dated July 31, 1871.

KNOW ALL MEN BY THESE PRESENTS

That I, William R. Dyer, being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein, for, and in consideration of the sum of *one dollar* to me in hand paid by Wm. Cauldwell of the State of New York, the receipt whereof is hereby acknowledged and for other good and valuable considerations, do hereby sell, assign, transfer and convey to the said William Cauldwell all my right, title, interest, franchise, property, and estate individually, or as incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled on Act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the Streets, avenues, squares and buildings therein, and to lay pipes for that purpose." Passed June 12, 1871.

7454 And I do hereby constitute and declare that the said William Cauldwell is the *Assignee* of all my rights, privileges, property and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act;—the intention of this instrument being to confer upon and vest in the said William Cauldwell all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he the said William Cauldwell had been named and mentioned in the first section of said above mentioned Act as Incorporator or Grantee therein in my place and stead.

In witness whereof I have hereunto set my hand and seal this thirty-first day of July one thousand eight hundred and seventy-one.

WILLIAM R. DYER. [L. S.]

In presence of
JAMES H. MARSH.

STATE OF NEW YORK, *City and County of New York, ss:*

On this 31st day of July, 1871, before me came William R. Dyer, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

WM. HASTINGS,
Notary Public, N. Y. County.

7455 COMPLAINANT'S EXHIBIT 122.

WILLIAM CAULDWELL TO C. S. BUSHNELL & OTHERS.

Dated December 29, 1871.

For a good, full and valuable consideration, to me, William Cauldwell, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davidson and Gordon H. Waddell, all and every my right, title and interest as Assignee of William R. Dyer, one of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment hereto annexed, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

7456 To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In witness whereof, I have hereunto set my hand and seal this twenty-ninth day of December, one thousand eight hundred and seventy-one.

WM. CAULDWELL. [L. S.]

In presence of

HENRY PARSONS.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 29th day of December, 1871, before me came William Cauldwell, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, com-
7457 missioned and sworn, and duly authorized to take the same.

And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 123.

WILLIAM P. SMITH TO ISAAC P. MARTIN.

Dated June 29, 1871.

Know All Men by These Presents: That I, William P. Smith, being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein, for and in consideration of the sum of One Dollar to me in hand paid by Isaac P. Martin, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer and convey to the said Isaac P. Martin all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the laws of 1871, entitled an Act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

7458 And I do hereby constitute and declare that the said Isaac P. Martin is the Assignee of all my rights, privileges, property, franchises and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act, the intention of this instrument being to confer upon and rest in the said Isaac P. Martin all the rights, privileges, franchises and estate which

the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he, the said Isaac P. Martin, had been named and mentioned in the first section of said above mentioned Act as an incorporator or grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal, this twenty-ninth day of June, one thousand eight hundred and seventy-one.

WILLIAM P. SMITH. [L. S.]

In presence of
THOS. C. FIELDS.

STATE OF NEW YORK, *City and County of New York:*

On this twenty-first day of October, 1871, before me came Thomas C. Fields, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same, the subscribing witness within named who being by me sworn did depose and say that he resides in the City of New York, that he knows William P. Smith, the grantor within named, knows him to be the grantor who is described in and who executed the within instrument in writing that he was present
7459 and saw the said William P. Smith execute the same and that he thereupon subscribed his name as a witness thereto.

HENRY PARSONS,
Notary Public for New York City and County.

COMPLAINANT'S EXHIBIT 124.

ISAAC P. MARTIN TO C. S. BUSHNELL AND OTHERS.

CONTRACT OF SALE.

Dated November 27, 1871.

For a good, full and valuable consideration, to me, Isaac P. Martin, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as one of the grantees, or persons named in the first section of the Act hereinafter mentioned, and as Assignee of William P. Smith, also one of the grantees, or persons named in said first section, by assignment dated 29th June, 1871, of which a copy is hereto annexed, in and to the charter, franchise and authority granted by the State of New York, by the said Act of the Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June

12th, 1871, whereby the said grantees named in said section,
7460 and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry, J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of such grantees or persons in said first section.

In witness whereof, I have hereunto set my hand and seal this twenty-seventh day of November, one thousand eight hundred and seventy-one.

ISAAC P. MARTIN. [L. S.]

U. S. Internal Revenue Stamp, 5c.

TRANSFER.

Know all men by these presents that I, William P. Smith, being one of the persons mentioned in the first section of the Act hereinafter described, as Grantee or Incorporator therein, for and in consideration of the sum of one dollar to me in hand paid by Isaac P. Martin, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations,
7461 do hereby sell, assign, transfer and convey to the said Isaac P. Martin all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled an Act "to authorize the construction of Gas Works for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Isaac P. Martin is the assignee of all my rights, privileges, property, franchises and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act, the intention of this instrument being to confer upon and vest in the said Isaac P. Martin all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he, the said Isaac P. Martin, had been named and mentioned in the first section of said above mentioned act as an Incorporator or Grantee therein, in my place and stead.

In witness whereof, I have hereunto set my hand and seal this twenty-ninth day of June, one thousand eight hundred and seventy-one.

WILLIAM P. SMITH. [L. S.]

In presence of
THOS. C. FIELDS.

7462 STATE OF NEW YORK, *City and County of New York, ss:*

On this twenty-first day of October, 1871, before me came Thomas C. Fields, to me known the subscribing witness within named, who, being by me sworn, did depose and say that he resides in the City of New York, that he knows William P. Smith, the grantor within named, knows him to be the grantor who is described in and who executed the within instrument in writing, that he was present and saw the said William P. Smith execute the same, and that he thereupon subscribed his name as a witness thereto.

[L. S.] HENRY PARSONS,
Notary Public, for New York City and County.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and
7463 affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 125.

EDWARD JONES TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Edward Jones, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and to hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as one of the Grantees or persons named in the first section of the Act hereinafter mentioned, in and to the charter, franchise

and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes, for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with,
7464 and subject to, certain other conditions, rights privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect, as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

EDWARD JONES. [L. S.]

In presence of

———— ————

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me came Edward Jones, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Records, do hereby Certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowl-
7465 edgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 126.

SHEPHERD F. KNAPP TO C. S. BUSHNELL AND OTHERS.

Dated November 28, 1871.

For a good, full and valuable consideration, to me, Shepherd F. Knapp, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. T. Bushnell, Henry I. Davison and Gordon H. Waddell, all and every my right, title and interest, as one of the grantees or persons named in the first section of the Act hereinafter mentioned, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of
7466 lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. T. Bushnell, Henry I. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-eighth day of November, one thousand eight hundred and seventy-one.

S. F. KNAPP. [L. S.]

In the presence of
J. SMITH.

Inter. Rev. 5c Stamp Cancelled.

7467 STATE OF NEW YORK, *City and County of New York, ss:*

On this twenty-eighth day of November, in the year one thousand eight hundred and seventy-one, personally came before me John Smith, subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides in the City of Brooklyn, Kings County, New York, that he is acquainted with Shepherd F. Knapp, and knows

him to be the individual described in and who executed the foregoing instrument, that he saw him sign the same, that he acknowledged in his presence that he executed the same, and that he thereupon subscribed his name as a witness thereto.

RICHARD STACKPOOLE,
Notary Public.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Richard Stackpoole, whose name is subscribed to the certificate of the proof of acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the county of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and
7468 affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 127.

WILLIAM H. BLOOM TO CORNELIUS CORSON.

Dated July 3, 1871.

Know All Men by These Presents: That I, William H. Bloom, for the sum of one dollar to me in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant and assign and convey unto Cornelius Corson and his legal representatives, all the right, title, and interest which may have accrued, or may hereafter accrue, to me, under and by virtue of the provisions of the Act of the Legislature, Chapter 944, passed June 12th, 1871, entitled "An act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose, and do hereby constitute and appoint said —— —— my Attorney and Agent, for me and in my name, place and stead, to do all matters and things which under the provisions of said Act I would be authorized to do.

In witness whereof, I have hereunto set my hand and seal this third day of July, one thousand eight hundred and seventy-one.

WM. H. BLOOM. [L. S.]

Sealed and delivered in presence of
JAMES S. TURNER.

7469 CITY AND COUNTY OF NEW YORK, *ss:*

On this 27th day of November, 1871, before me came William H. Bloom, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily beli-ve that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7470 COMPLAINANT'S EXHIBIT 128.

CORNELIUS CORSON TO C. S. BUSHNELL AND OTHERS.

Dated November 27, 1871.

For a good, full and valuable consideration, to me, Cornelius Corson, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as Assignee of William H. Bloom, one of the Grantees or persons named in the first section of the Act hereinafter mentioned by assignment dated July third, 1871, hereto annexed, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means

to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with
7471 the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In witness whereof, I have hereunto set my hand and seal this twenty-seventh day of November, one thousand eight hundred and seventy-one.

CORNELIUS CORSON. [L. S.]

In presence of

JAS. S. TURNER.

[L. S.]

CITY AND COUNTY OF NEW YORK, *ss:*

On this 27th day of November, 1871, before me came Cornelius Corson, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

PAT'K McMULLEN,
Notary Public, County of New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Patrick McMullen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same.
7472 And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 129.

JOEL A. FITHIAN TO RICHARD B. CONNOLLY.

Dated July 6, 1871.

Know all Men by These Presents: That I, Joel A. Fithian, being one of the persons mentioned in the first Section of the Act hereinafter described as Grantee or Incorporator therein, for and in consideration of the sum of One Dollar to me in hand paid by Richard B. Connolly, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer and convey to the said Richard B. Connolly all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the laws of 1871, entitled an Act "to authorize the construction of Gas Works for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Richard B. Connolly is the Assignee of all my rights, privileges, prop-
7473 erty, franchises and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act.—the intention of this instrument being to confer upon and vest in the said Richard B. Connolly all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he, the said Richard B. Connolly, had been named and mentioned in the first section of said above mentioned Act as an Incorporator or Grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal, this sixth day of July, one thousand eight hundred and seventy-one.

JOEL A. FITHIAN.

In the presence of
A. S. CADY.

STATE OF NEW YORK:

On this sixth day of July, 1871, before me came Joel A. Fithian, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

A. S. CADY,
Notary Public for County of N. Y.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same
7474 being a Court of Record, do hereby certify that A. S. Cady, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 130.

RICHARD B. CONNOLLY TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Richard B. Connolly, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as Assignee of Josel A. Fithian, one of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment dated July sixth, 1871, hereto annexed, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize
7475 the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand, eight hundred and seventy-one.

RICHARD B. CONNOLLY. [L. S.]

In presence of
HENRY PARSONS.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day November, 1871, before me came Richard B. Connolly, to me known to be the individual described in and
7476 who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7477 COMPLAINANT'S EXHIBIT 131.

WALTER SMITH TO C. S. BUSHNELL AND OTHERS.

Dated November 28, 1871.

For a good, full and valuable consideration, to me, Walter Smith, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign, and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as one of the Grantees or persons named in the first section of the Act hereinafter mentioned, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes

for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison
7478 and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-eighth day of November, one thousand eight hundred and seventy-one.

WALTER SMITH. [L. S.]

In presence of:

——— ———.

Three 5 cent U. S. Internal Revenue stamps.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 28th day of November, 1871, before me came Walter Smith, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

JAS. J. TRAYNOR,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Jas. J. Traynor, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And fur-
7479 ther, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand *hand* and affixed the seal of the said court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 132.

JOSEPH MURPHY TO FORBES HOLLAND.

Dated July 13, 1871.

Know All Men by These Presents that I, Joseph Murphy, of the City of New York, being one of the persons mentioned in the First Section of the Act hereinafter described as grantee or incorporator therein, for and in consideration of the sum of one dollar and for other good and valuable considerations to me in hand paid by Forbes Holland, the receipt whereof is hereby acknowledged, have bargained, sold and assigned, and by these presents do hereby sell, assign, transfer, grant, set over and convey unto the said Forbes Holland, his executors, administrators, and assigns, all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in a certain act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled "An Act to authorize the construction of Gas Works for the purpose of lighting a portion of the City of New York and the Streets, Avenues, Squares, and Buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

7480 And I do hereby constitute and declare that the said Forbes Holland is the assignee of all my rights, privileges, property, franchises and estate contained or coming through or by reason of the above mentioned and described act—the intention of this instrument being to confer upon and vest in the said Forbes Holland all the rights, privileges, franchises and estate which the provisions of the said act conferred upon or vested in me individually or as an incorporator or grantee to the same extent and with like effect as if the said Forbes Holland had been named and mentioned in the first section of the said above mentioned Act, as an incorporator or grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal the thirteenth day of July, one thousand eight hundred and seventy-one (1871).

JOS. MURPHY. [L. S.]

Sealed and delivered in the presence of
DANIEL WHALEN.

U. S. Internal Revenue Stamp 5 cents.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 13th day of July, 1871, before me personally came Joseph Murphy, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

DANIEL WHALEN,
Com. of Deeds.

7481 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Daniel Whalen, whose name is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Commissioner of Deeds in and for the City of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said Certificate of Proof or Acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 133.

FORBES HOLLAND TO C. S. BUSHNELL AND OTHERS.

Dated, November 25th, 1871.

For a good, full and valuable consideration to me, Forbes Holland, the subscriber paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell and assign and transfer and do hereby relinquish, sell and assign and transfer unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all my right, title and interest as assignee of Joseph Murphy, one of
7482 the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment, dated July 13th, 1871, hereto annexed, in and to the charter, grant, franchise and authority granted by the State of New York by the Act of its Legislature entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues and squares and buildings therein and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof with the appurtenances unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

FORBES HOLLAND. [L. S.]

Sealed and delivered in presence of

HENRY PARSONS.

7483 CITY AND COUNTY OF NEW YORK, *ss:*

On this twenty-fifth day of November, 1871, before me came Forbes Holland, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City & County.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7484 COMPLAINANT'S EXHIBIT 134.

EDWARD TAYLOR TO WILLIAM M. TWEED, JR.

Dated July 3, 1871.

Know All Men by These Presents that I, Edward Taylor, for the sum of one dollar to me in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant and assign and convey unto William M. Tweed, Jr., and his legal representatives, all the right, title, and interest which may have accrued, or may hereafter accrue, to me, under and by virtue of the provisions of the Act of the Legislature, chapter 944, passed June 12th, 1871, entitled "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," and do hereby

constitute and appoint said —— —— my attorney and agent, for me and in my name, place and stead, to do all matters and things which under the provisions of said Act I would be authorized to do.

In Witness Whereof, I have hereunto set my hand and seal this third day of July, one thousand eight hundred and seventy-one.

EDWARD TAYLOR. [L. S.]

U. S. Internal Revenue Stamp, 5 cents.

Signed and delivered in presence of
WM. H. BLOOM.

7485 CITY AND COUNTY OF NEW YORK, *ss:*

William H. Bloom, being duly sworn, says that he resides at No. 53 Beech Street, N. Y. City, and knows Edward Taylor, the person described in and who executed the within instrument in writing, that he saw him sign the same, and that the said Taylor duly acknowledged that he executed the same, and that thereupon this deponent subscribed the same as witness thereto.

WM. H. BLOOM.

Sworn to before me this 27th day of November, 1871.
HENRY PARSONS,
Notary Public.

STATE OF NEW YORK, *County of New York:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily beli-ve that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Where[illegible] have hereunto set my hand and affixed the seal of the said Court [illegible]nd County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7486 COMPLAINANT'S EXHIBIT 135.

WILLIAM M. TWEED, JR. TO C. S. BUSHNELL AND OTHERS.

Dated, November 27th, 1871.

For a good, full and valuable consideration, to me, William M. Tweed, Jr., the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby sell, assign and transfer unto C. S. Bushnell,

Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as assignee of Edward Taylor, one of the grantees or persons named in the first section of the act hereinafter mentioned by assignment dated July third, 1871 hereto annexed in and to the charter, franchise and authority, granted by the State of New York, by the Act of its Legislature, entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th 1871 whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

7487 To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-seventh day of November one thousand eight hundred and seventy one.

WM. M. TWEED, JR. [L. S.]

In presence of
CORNELIUS CORSON.

Three 5 cent U. S. Internal Revenue Stamps.

CITY & COUNTY OF NEW YORK, *ss:*

On this 27th day of November 1871 before me came Wil-iam M. Tweed Jr. to me known to be the person described in and who executed the foregoing instrument in writing & acknowledged that he executed the same.

CORNELIUS CORSON,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Cornelius Corson whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the
7488 time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the

same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 136.

JOHN E. CRONLEY TO ALEXANDER FREAR.

Dated July 18, 1871.

Know All Men by These Presents, That I, John E. Cronly, being one of the persons mentioned in the first section of the Act hereinafter described, as grantee or incorporator therein, for and in consideration of the sum of One dollar to me in hand paid by Alexander Frear, of the State of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations do hereby sell, assign, transfer and convey to the said Alexander Frear, all my right, title, interest, franchise, property and estate individually or as incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled an Act to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein,
7489 and to lay pipe for that purpose" passed June 12th, 1871.

And I do hereby constitute and declare that the said Alexander Frear is the assignee of all my rights, privileges, property, franchises and estate, contained in coming through, or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said Alexander Frear all the rights, privileges, franchises, and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he the said Alexander Frear had been named and mentioned in the first section of said above mentioned Act as an Incorporator or Grantee therein in my place and stead.

In Witness Whereof I have hereunto set my hand and seal, this eighteenth day of July, 1871, one thousand eight hundred and seventy-one.

J. E. CRONLY. [L. S.]

In presence of
GEORGE B. RAYMOND.

STATE OF NEW YORK, *City and County of New York, ss:*

On this eighteenth day of July, 1871, before me came John E. Cronly, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

[L. S.] A. W. OLIVER,
Notary Public, N. Y. C.

7490 COMPLAINANT'S EXHIBIT 137.

GEORGE H. WICKS TO ALEXANDER FREAR.

Dated November 24, 1871.

Know All Men by These Presents, That I, George H. Wicks, being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein, for and in consideration of the sum of One Dollar to me in hand paid by Alexander Frear, of the State of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer and convey to the said Alexander Frear all my right, title, interest, franchise, property and estate individually or as Incorporator or Grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled an Act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Alexander Frear is the Assignee of all my rights, privileges, property, franchises and estate contained in coming through or by reason of the provisions of the above mentioned and described Act:—the intention of this instrument being to confer upon and vest in the said Alexander Frear all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as Incorporator or Grantee to the same extent and with like effect as if he the said —— —— had been named and mentioned in the
7491 first section of said above mentioned Act as an Incorporator or Grantee therein in my place and stead.

In Witness Whereof I have hereunto set my hand and seal this twenty-fourth day of November, 1871, one thousand eight hundred and seventy-one.

GEORGE H. WICKS. [L. S.]

In presence of:
J. E. CRONLY.

STATE OF NEW YORK, *City and County of New York, ss:*

On this twenty-fourth day of November, 1871, before me came George H. Wicks to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

J. E. CRONLY,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That J. E. Cronly whose name is subscribed to the Certificate of the proof or acknowledgment, of

the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such
7492 Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my Land and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 138.

ALEXANDER FREAR TO C. S. BUSHNELL AND OTHERS.

Dated November 24, 1871.

For a good, full and valuable consideration, to me, Alexander Frear, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, sign, and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of George H. Wicks, and John E. Cronly, certain of the Grantees or persons named in the first section of the Act, hereinafter mentioned by Assignments dated respectively the 24th day of November, 1871, and the 18th day of July 1871 hereto annexed in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871,
7493 whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants with the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this 24th day of November one thousand eight hundred and seventy one.

[L. S.] ALEX FREAR.

In the presence of:
HENRY PARSONS.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 24th day of November 1871, before me came Alexander Frear to me known to be the person described in and who executed the foregoing instrument in writing & acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City & Co.

7494 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Henry Parsons whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 139.

JOSEPH G. JENNINGS TO CHARLES BANKS.

Dated June 28, 1871.

Know All Men by These Presents, That I, Joseph G. Jennings, named in a certain Act passed by the Legislature of the State of New York, June 12th, 1871, entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the street-, avenues, squares and buildings therein, and to lay pipes for that purposes"—to which Act reference is hereby made—in considera-
7495 tion of the sum of One Dollar, to me in hand paid by Charles Banks, of the City of New York, have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to him, said Charles Banks, all my rights, title, interests, benefits, advantages, franchises, property, and emoluments of what nature soever under or conferred by, the said Act, and all my right, title and interest in and to all franchises, rights, privileges or advantages created or bestowed in or by the said Act, to have and to hold to him, the said Charles Banks, his executors, administrators, or assigns forever.

In Witness Whereof, I have hereto set my hand and seal this twenty-ninth day of June, in the year one thousand eight hundred and seventy-one.

JOS. G. JENNINGS. [L. S]

Sealed and delivered in the presence of
DAVID BANKS, JR.

CITY AND COUNTY OF NEW YORK, *ss:*

David Banks, Jr., being duly sworn, says: That he resides at No. 10 West 40th Street, New York City, and is the subscribing witness to the foregoing instrument in writing; that he knows Joseph G. Jennings the person described in and who executed the foregoing instrument in writing, and who acknowledged before this deponent that he executed the same and thereupon this deponent subscribed the same as witness.

DAVID BANKS, JR.

Sworn to before me this 25th day of November, 1871.

HENRY PARSONS,
Notary Public, N. Y. City.

7496 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.]

PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 140.

CHARLES BANKS TO C. S. BUSHNELL AND OTHERS.

Transfer.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Charles Banks, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right,

7497 title and interest, as Assignee of Joseph G. Jennings one of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment dated June 29th, 1871, hereunto annexed in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the

City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davidson and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty fifth day of November one thousand eight hundred and seventy one.

CHARLES BANKS. [L. S.]

In presence of:
HENRY PARSONS.

7498 CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November 1871 before me came Charles Banks, to me known to be the person described in and who executed the foregoing instrument in writing & acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Henry Parsons whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7499 COMPLAINANT'S EXHIBIT 141.

HENRY JOHNSON TO WILLIAM HITCHMAN.

Dated November 24, 1871.

Know All Men by These Presents, That I, Henry Johnson, being one of the persons mentioned in the first section of the Act hereinafter described, as Grantee or Incorporator therein, for and in consideration of the sum of One Dollar to me in hand paid by William Hitchman, of the State of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations do hereby sell, assign, transfer and convey to the said William Hitchman, all my right, title, interest, franchise, property and estate individually or as incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled an Act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th 1871.

And I do hereby constitute and declare that the said William Hitchman is the Assignee of all my rights, privileges, property, franchises, and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said William Hitchman all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he, the said William Hitchman, had been named and mentioned in the first section of said above mentioned Act as

7500 an Incorporator or Grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal, this twenty-fourth day of November, one thousand eight hundred and seventy-one.

HENRY JOHNSON. [L. S.]

In presence of
WM. P. ALLEN.

Inter. Rev. 5c. stamp.

STATE OF NEW YORK,
City and County of New York, ss:

On this 24th day of Nov. 1871, before me came Henry Johnson, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

WM. P. ALLEN,
Notary Public, N. Y. C.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify, That Wm. P. Allen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such
7501 Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 142.

WILLIAM HITCHMAN TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, William Hitchman, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of Henry Johnson one of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment dated the 24th day of November 1871, hereto annexed in and to the charter, franchises and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and em-
7502 powered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as

if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty fifth day of November one thousand eight hundred and seventy one.

W. HITCHMAN.

[L. S.]

In presence of
HENRY PARSONS.

U. S. Inter. Rev. 5c. Stamp.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November 1871 before me came William Hitchman, to me known to be the person described in and who executed the foregoing instrument in writing & acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City & Co.

7503 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify That Henry Parsons whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

PETER J. DOOLING, *Clerk.*

[L. S.]

COMPLAINANT'S EXHIBIT 143.

EDWARD J. SHANDLEY TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Edward J. Shandley, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every

7504 my right, title and interest, as one of the Grantees or persons named in the first section of the Act hereinafter mentioned

in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this fourth day of December, one thousand eight hundred and seventy-one.

E. J. SHANDLEY. [L. S.]

In presence of
HENRY PARSONS.

Three U. S. Inter. Rev. Stamps, 5c. each.

7505 CITY AND COUNTY OF NEW YORK, *ss:*

On this 4th day of December, 1871, before me came Edward J. Shandley, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City and County.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7506 COMPLAINANT'S EXHIBIT 144.

JOHN C. ANGELL TO JAMES M. SWEENEY.

Know All Men By These Presents: That I John Angell being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein for and in consideration of the sum of One dollar to me in hand paid by James M. Sweeney, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations do hereby sell, assign, transfer and convey to the said James M. Sweeney all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the laws of 1871, entitled an Act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said James M. Sweeney is the Assignee of all my rights, privileges, property, franchises and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said James M. Sweeney all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he the said James M. Sweeney had been named and mentioned in the first section of said above mentioned Act as an Incorporator or Grantee therein in my place and stead.

7507 In Witness Whereof, I have hereunto set my hand and seal, this Twenty-first day of June, One thousand eight hundred and seventy-one.

JOHN C. ANGELL. [L. S.]

In presence of

——— ———.

STATE OF NEW YORK:

On this twenty-first day of June, 1871, before me came John C. Angell to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

HENRY SNYDER,
Com. of Deeds, City & County N. Y.

COMPLAINANT'S EXHIBIT 145.

JAMES M. SWEENY TO C. S. BUSHNELL AND OTHERS.

Power of Attorney.

Dated November, 1871.

Know All Men By These Presents, That I, James M. Sweeny of the City, County and State of New York, Counselor at law, have made, constituted and appointed and by these presents do make, constitute and appoint John J. Bradley of the said city, my true and lawful Attorney for me, and in my name place and stead.

To pledge or hypothecate or to assign, sell and transfer any and all stock or stocks and all public fund or securities of every kind now owned or which may be hereafter owned by me and
7508 which now stand or may hereafter stand in my name and for such purpose to make, sign, seal and deliver, acknowledge for me and in my name good proper and sufficient instruments in writing.

And generally to manage and conduct all my business and affairs the same as I could do if personally present.

In Witness Whereof, I have hereunto set my hand and seal this — day of November 1871.

JAMES M. SWEENY. [L. S.]

Sealed and delivered in presence of
ANDREW J. SMITH.

CITY AND COUNTY OF NEW YORK, *ss:*

I, Henry Parsons, a Notary Public for the City of New York, do hereby certify that a certain power of Attorney of which the foregoing are true and correct extracts was duly exhibited to and examined by me this 29th day of December, 1871. The said power of Attorney was duly and properly executed and a certificate of the acknowledgment of such execution before Andrew J. Smith, a Notary Public, was thereto attached.

[L. S.] HENRY PARSONS,
Notary Public for N. Y. City and County.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court of the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose
7509 name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same.

And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate or proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

ASSIGNMENT.

Dated December 6, 1871.

For a good, full and valuable consideration, to me, James M. Sweeny, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby sell, assign and transfer unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignees of John C. Angell, one of the Grantees or persons named in the first section of an Act hereinafter mentioned by Assignment dated June 21st, 1871, hereunto annexed.

in and to the charter, franchise and authority, granted by the State of New York, by the Act of its Legislature, entitled "An Act
7510 to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-sixth day of December, one thousand eight hundred and seventy-one.

JAMES M. SWEENY, [L. S.]
For JOHN J. BRADLEY, *Atty.*

In the presence of:
JAMES M. SWEENY.

Three 5c. U. S. Internal Revenue Stamps.

7511 CITY AND COUNTY OF NEW YORK, *ss:*

On this 26th day of December, 1871, before me came James M. Sweeny, by Wm. M. Bradley, his attorney, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

DANIEL WHALEN,
Notary Public, City and County of New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Daniel Whalen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7512 COMPLAINANT'S EXHIBIT 146.

WILLIAM VAIL TO THOMAS C. FIELDS.

Dated June 14, 1871.

Know All Men by These Presents, That I, William Vail, of the City of New York, being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein, for, and in consideration of the sum of One Dollar to me in hand paid by Thomas C. Fields of said City of New York, the receipt whereof is hereby acknowledged and for other good and valuable considerations, do hereby sell, assign, transfer, set over and convey to the said Thomas C. Fields all my right, title, interest, franchise, property and estate Individually or as an Incorporator or Grantee named and mentioned in an act of the Legislature of the State of New York, known as chapter 944 of the laws of 1871, entitled an Act "to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Thomas C. Fields is the assignee of all my rights, privileges, property, franchises and estate contained in coming through or by reason of the pro-

visions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said Thomas C. Fields all the rights, privileges, franchises and estate which the provisions of the said act conferred upon or vested in me individually or as an Incorporator or Grantee to the same extent, and with like effect as if he, the said Thomas C. Fields, had been named and mentioned in the first section of said above mentioned
7513 act as in Incorporator or Grantee therein in my place.

In Witness Whereof, I have hereunto set my hand and seal this 14th day of June, A. D. 1871.

WILLIAM VAIL. [L. S.]

In the presence of
HENRY PARSONS.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 14th day of June, 1871, before me came William Vail, to me known, and known to me to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment, of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

7514 In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 147.

PATRICK QUINN TO THOMAS C. FIELDS.

Know All Men by These Presents, That I, Patrick Quinn, of the City of New York, being one of the persons mentioned in the first section of the Act, hereinafter described as Grantee or Incorporator therein, for and in consideration of the sum of one dollar to me in hand paid by Thomas C. Fields, of said City of New York, the

receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer, set over and convey to the said Thomas C. Fields all my right, title, interest, franchise, property and estate individually or as an incorporator or Grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled an act "to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares, and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Thomas C. Fields is the Assignee of all my rights, privileges, property, franchise and estate contained in, coming through, or by reason of the provisions of the above mentioned and described act—the in-
7515 tention of this instrument being to confer upon and vest in the said Thomas C. Fields all the rights, privileges, franchises and estate which the provisions of the said act conferred upon or vested in me individually or as Incorporator or Grantee to the same extent and with like effect as if he, the said Thomas C. Fields, had been named and mentioned in the first section of said above mentioned act as an Incorporator or Grantee therein in my place.

In Witness Whereof, I have hereunto set my hand and seal this 14th day of June, A. D. 1871.

PATRICK QUINN. [L. S.]

In the presence of
HENRY PARSONS.

U. S. Internal Revenue Stamp 5 cents.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 14th day of June, 1871, before me came Patrick Quinn, to me known, and known to me to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK, *City and County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledg-
7516 ment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand-

writing of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 148.

WILLIAM H. MURPHY TO THOMAS C. FIELDS.

Dated June 14, 1871.

Know All Men by These Presents, That I, William H. Murphy, of the City of New York, being one of the persons mentioned in the first Section of the Act hereinafter described, as Grantee or Incorporator therein, for and in consideration of the sum of One Dollar to me in hand paid by Thomas C. Fields of said City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer, set over and convey to the said Thomas C. Fields all my right, title, interest, franchise, property and estate, Individually or as an Incorporator or Grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944, of the Laws of 1871,

entitled an Act "to authorize the construction of gas works
7517 and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Thomas C. Fields is the assignee of all my rights, privileges, property, franchises and estate contained in coming through or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said Thomas C. Fields all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me Individually or as Incorporator or Grantee, to the same extent and with like effect, as if he, the said Thomas C. Fields, had been named and mentioned in the first section of said above mentioned Act as an Incorporator or Grantee therein in my place.

In Witness Whereof, I have hereunto set my hand and seal this 14th day of June, A. D. 1871.

W. H. MURPHY. [L. S.]

In presence of
HENRY PARSONS.

U. S. Internal Revenue Stamp, 5 Cents.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 14th day of June, 1871, before me came William H. Murphy, to me known and known to me to be the person described

in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

7518 STATE OF NEW YORK, *County of New York, ss:*

I. Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 149.

WILLIAM HIGGINS TO THOMAS C. FIELDS.

Dated June 26, 1871.

Know All Men By These Presents: That I, William Higgins, being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein, for and in consideration of the sum of One Dollar to me in hand paid by Thomas C. Fields, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable con-
7519 siderations, do hereby sell, assign, transfer and convey to the said Thomas C. Fields, all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the laws of 1871, entitled an Act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and Buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Thomas C. Fields is the Assignee of all my rights, privileges, property, franchises and estate contained in, coming through or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said Thomas C. Fields—all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with

like effect as if he, the said Thomas C. Fields, had been named and mentioned in the first section of said above mentioned Act as an incorporator or grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal, this twenty-sixth day of June, one thousand eight hundred and seventy-one.

WILLIAM HIGGINS. [L. S.]

In the presence of
HENRY PARSONS.

U. S. Internal Revenue Stamp, 5 Cents.

7520 STATE OF NEW YORK:

On this 26th day of June, 1871, before me came William Higgins, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

[L. S.] HENRY PARSONS,
Notary Public for New York City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7521 COMPLAINANT'S EXHIBIT 150.

JOHN H. JOHNSTON TO WILLIAM C. FIELDS.

Dated June 14, 1871.

Know All Men by These Presents that I, John H. Johnston, of the City of New York, being one of the persons mentioned in the first section of the Act hereinafter described as Grantor or Incorporator therein, for and in consideration of the sum of one dollar to me in hand paid by Thomas C. Fields, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby assign, transfer, set over and convey to the said Thomas C. Fields all my right, title, interest, fran-

chise, propert and estate, Individually or as incorporator or Grantee, named and entioned in an Act of the Legislature of the State of New York, known as Chapter 944, of the Laws of 1871, entitled an act "to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Thomas C. Fields is the Assignee of all my rights, privileges, property, franchises and estate contained in, coming through, or by reason of the provisions of the above mentioned and described act. The intention of this instrument being to confer upon and vest in the said Thomas C. Fields all the rights, privileges, franchises and estate which the provisions of the said act conferred upon or vested in me Individually or as Incorporator or grantee to the same extent and with like effect as if he, the said Thomas C. Fields, had been named and mentioned in the first section of said above mentioned act as
7522 an Incorporator or Grantor therein in my place.

In Witness Whereof, I have hereunto set my hand and seal this 14th day of June, A. D. 1871.

JOHN H. JOHNSTON. [L. S.]

In the presence of
HENRY PARSONS.

U. S. Internal Revenue Stamp 5 Cents.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 14th day of June, 1871, before me came John H. Johnston, to me known to be the persons described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

[L. S.] HENRY PARSONS,
Notary Public New York City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and
7523 verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 151.

GEORGE CHIVVIS TO THOMAS C. FIELDS.

Dated July 6, 1871.

Know All Men by These Presents, that I, George Chivvis, being one of the persons mentioned in the first section of the Act hereinafter described as Grantee or Incorporator therein, for and in consideration of the sum of one dollar to me in hand paid by Thomas C. Fields, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer and convey to the said Thomas C. Fields, all my right, title, interest, franchise, property and estate individually or as an incorporator or grantee named and mentioned in an Act of the Legislature of the State of New York, known as Chapter 944 of the Laws of 1871, entitled an Act "to authorize the construction of Gas Works for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said Thomas C. Fields is the Assignee of all my rights, privileges, property,
7524 franchises and estates contained in, coming through or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said Thomas C. Fields all the rights, privileges, franchises and estate which the provisions of the said Act conferred upon or vested in me individually or as incorporator or grantee to the same extent and with like effect as if he, the said Thomas C. Fields, had been named and mentioned in the first section of said above mentioned Act as an Incorporator or Grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal this sixth day of July, one thousand eight hundred and seventy-one.

GEORGE CHIVVIS. [L. S.]

In presence of
JOHN HAYES.

U. S. Internal Revenue Stamps, 5 cents.

STATE OF NEW YORK:

On this sixth day of July, 1871, before me came George Chivvis, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

SMITH E. LANE,
Notary Public.

STATE OF NEW YORK, *County of New York*, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same
7525 being a Court of Record, do hereby certify that Smith E. Lane, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature of the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk*.

COMPLAINANT'S EXHIBIT 152.

THOMAS C. FIELDS TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Thomas C. Fields, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of John Johnston, Patrick Quinn, George Chives, William Higgins, William H. Murphy and William Vail, certain of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignments hereto annexed in and to the charter, franchise and authority granted by the State of New
7526 York, by the Act of its Legislature, entitled: "An Act to authorize the construction of gas works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

THOS. C. FIELDS. [L. S.]

In presence of
HENRY PARSONS.

Three U. S. Internal Revenue Stamps, 5 Cents Each.

7527 CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me, came Thos. C. Fields, to me known to be the individual described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City and Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify that Henry C. Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7528 COMPLAINANT'S EXHIBIT 153.

RICHARD H. VAUGHAN TO GEORGE L. LOUTREL.

Dated July 3, 1871.

For and in consideration of the sum of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, I do hereby assign, transfer and set over unto George L. Loutrel, all my right, title and interest as one of the incorporators, in an Act entitled an Act "to authorize the construction of gas works in the City of New York, passed by the Legislature of session of the year 1871," and authorize him to act in my stead as such incorporator, hereby transferring to him all my right therein.

RICHARD H. VAUGHAN.
New York, July 3, 1871. [L. S].

In presence of
M. BREWSTER.

CITY AND COUNTY OF NEW YORK:

On this 25th day of November, 1871, before me, came Richard H. Vaughan, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify, that Henry Parsons, whose name is subscribed to the certificate of the proof or acknowledgment
7529 of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 154.

GEORGE L. LOUTRELL TO C. S. BUSHNEL AND OTHERS.

Dated November 25, 1906.

For a good, full and valuable consideration, to me, George L. Loutrell, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of Richard H. Vaughan, one of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment dated July 3rd, 1871, hereto annexed in and to the charter, franchise, and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas
7530 for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares, and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other neces-

sary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect, as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

GEORGE L. LOUTRELL. [L. S.]

In presence of

HENRY PARSONS.

U. S. Internal Revenue Stamp, 5 Cents.

7531 CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me came Geo. L. Loutrel, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7532 COMPLAINANT'S EXHIBIT 155.

ANDREW J. SMITH TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Andrew J. Smith, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as one of the Grantees or persons named in the first section of the Act hereinafter mentioned in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davi-
7533 son and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

AND. J. SMITH. [L. S.]

In presence of
HENRY PARSONS.

Two U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me came Andrew J. Smith, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, com-
7534 missioned and sworn, and duly authorized to take the same.

And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 156.

HENRY A. SMITH TO C. J. BUSHNELL AND OTHERS.

Power of Attorney.

Dated November 6, 1871.

Know All Men By These Presents: That I, Henry A. Smith, of the City and County of New York, have made, constituted and appointed and by these presents do make, constitute and appoint Bernard Smythe of said City, my true and lawful attorney for me and in my name, place and stead.

To pledge or hypothecate, or to sell, assign and transfer any and all stocks, or stock, and all public funds or securities, of every kind, now owned or which may be hereafter owned by me and which now stands or may hereafter stand in my name and for such purpose to make, sign, seal and deliver and acknowledge for and in my name proper and sufficient instruments in writing.

And generally to manage and conduct all my business affairs the same as I could do if I personally present, giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatever requisite and necessary to
7535 be done in and about the premises as fully to all intents and purposes as I might or could do if personally present in the full power of substitution and vocation hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue thereof.

In Witness Whereof I have hereunto set my hand and seal the sixth day of November, one thousand eight hundred and seventy-one.

(Signed) HENRY A. SMITH. [L. S.]

Sealed and Delivered in the Presence of
ANDREW J. SMITH.

CITY AND COUNTY OF NEW YORK:

On the sixth day of November, 1871, before me personally came Henry A. Smith, known to me to be the individual described in and who executed the foregoing power of attorney and acknowledged to me that he executed the same.

ANDREW J. SMITH,
Notary Public.

I certify that the foregoing is a true and correct extract from the original power of attorney in my possession.

ANDREW J. SMITH,
Notary Public, N. Y. C.

ASSIGNMENT.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Henry A. Smith, the subscriber, paid, the receipt of which is hereby
7536 confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as one of the Grantees or persons named in the first section of the Act thereinafter mentioned, in and to the charter, franchise and authority, granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as the grantees or persons in the said first section of said Act.

In Witness Whereof, I have hereunto set my hand and
7537 seal this fifth day of December, one thousand eight hundred and seventy-one.

HENRY S. SMITH, [L. S.]
By BERNARD S. SMYTHE, *Att'y.*

In presence of
AND. J. SMITH.

Three U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this fifth day of December, before me personally came Bernard Smyth, Attorney in fact of Henry A. Smith, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same as the act and deed of the said Henry A. Smith by virtue of letters of attorney bearing date the sixth day of November, 1871.

ANDREW J. SMITH,
Notary Public, N. Y. C.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Andrew J. Smith, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, com-
7538 missioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 157.

JOSEPH BELL TO C. S. BUSHNELL AND OTHERS.

Dated November 25th, 1871.

For a good, full and valuable consideration, to me, Joseph Bell, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign, and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell all and every my right, title and interest, as one of the Grantees or persons named in the first section of the Act hereinafter mentioned, and present owner thereof, in and to the charter, franchise, and authority granted by the State of New York, by the Act of its Legislature, entitled, "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and Buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and
7539 sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting

the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

JOSEPH BELL. [L. S.]

In presence of
HENRY PARSONS.

Three U. S. Internal Revenue Stamps, 5 Cents Each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me, came Joseph Bell, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

7540 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 158.

JOHN J. WALSH TO C. S. BUSHNELL AND OTHERS.

Dated 30th December, 1871.

For a good, full and valuable consideration, to me, John J. Walsh, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison, and Gordon H. Waddell, all and every my right, title and interest, as one of the Grantees or persons named in the first section of the
7541 Act hereinafter mentioned, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this thirtieth day of December, one thousand eight hundred and seventy-one.

JOHN J. WALSH. [L. S.]

In presence of
J. S. KELLY.

7542 CITY AND COUNTY OF NEW YORK, *ss:*

On this 30th day of December, 1871, before me came John J. Walsh, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

DAVID D. TERRY,
Notary Public, N. Y. City and Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that David D. Terry, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7543 COMPLAINANT'S EXHIBIT 159.

DELAVAN PECK TO C. S. BUSHNELL AND OTHERS.

Dated November 27, 1871.

For a good, full and valuable consideration, to me, Delavan Peck, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as one of the Grantees or persons named in the first section of the Act hereinafter mentioned in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and Buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison
7544 and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this —— day of November, one thousand eight hundred and seventy-one.

DELAVAN PECK. [L. S.]

Subscribed and sworn to before me, this 27th day of November, 1871.

E. M. PARKER,
Com'r of Deeds.

STATE OF NEW YORK, *County of Albany:*

On this 27th day of November, 1871, before me, came Delavan Peck, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

E. M. PARKER,
Com'r of Deeds.

STATE OF NEW YORK, *County of Albany, Clerk's Office, ss:*

I, John Franey, Clerk of the said County, and also Clerk of the Supreme and County Courts, being Courts of Record held therein, do Certify, that E. M. Parker, whose name is subscribed to the Certificate of proof or acknowledgment of the annexed instrument in writing, and endorsed thereon, was at the time of taking such proof or acknowledgment, a Commissioner of Deeds, in and for the County aforesaid, dwelling in said County, and duly authorized to
7545 take the same; and that I am well acquainted with the handwriting of the said Commissioner, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine; and that the said instrument is executed and acknowledged according to the Laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal as County Clerk and Clerk of said Courts, this 4th day of August, 1906.

[L. S.] JOHN FRANEY, *Clerk.*

COMPLAINANT'S EXHIBIT 160.

THOMAS Y. AVERY TO A. OAKEY HALL.

Dated June 29, 1871.

Know All Men by These Presents that I, Thomas Y. Avery, of ——, being one of the persons mentioned in the first section of the act hereinafter described, as Grantee or Incorporator therein, for and in consideration of the sum of one dollar to me in hand paid by A. Oakey Hall, of the City of New York, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, do hereby sell, assign, transfer and convey to the said A. Oakey Hall all my right, title, interest, franchise, property and

estate, individually or as an Incorporator or Grantee named or mentioned in an act of the Legislature of the State of New York, known as Chapter 944, of the Laws of 1871, entitled an act "to authorize the construction of gas works for the purpose of lighting a portion of the City of New York and the Streets, Avenues, Squares
7546 and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871.

And I do hereby constitute and declare that the said A. Oakey Hall is the Assignee of all my rights, privileges, property, franchises and estate, contained in, coming through or by reason of the provisions of the above mentioned and described Act—the intention of this instrument being to confer upon and vest in the said A. Oakey Hall all the rights, privileges, franchises and estate which the provisions of the said act conferred upon or vested in me Individually or as an Incorporator or Grantee to the same extent and with like effect as if he, the said A. Oakey Hall, had been named and mentioned in the first section of said above mentioned act as an Incorporator or Grantee therein in my place and stead.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of June, 1871.

THOMAS Y. AVERY. [L. S.]

In presence of
DANIEL SEYMOUR.

U. S. Internal Revenue Stamp 5 Cents.

STATE OF NEW YORK, *County of New York, ss:*

On the 29th day of ——, 1871, before me came Thomas Y. Avery, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

DANIEL SEYMOUR,
Notary Public, N. Y. C.

7547 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Daniel Seymour, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 161.

A. OAKEY HALL TO C. S. BUSHNELL AND OTHERS.

Dated June 29, 1871.

For a good, full and valuable consideration, to me, A. Oakey Hall, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of Thomas Y. Avery, one of the Grantees
7548 or persons named in the first section of the Act hereinafter mentioned by assignment dated June 29th, 1871, which is hereto annexed in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and Buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits; together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-seventh day of November, one thousand eight hundred and seventy-one.

A. OAKEY HALL. [L. S.]

Three U. S. Internal Revenue Stamps, 5 Cents Each.

7549 CITY AND COUNTY OF NEW YORK, *ss:*

On the twenty-eighth day of November, in the year one thousand eight hundred and seventy-one, before me personally appeared A. Oakey Hall, known to me to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

G. D. CARDIZO,
Com'r of Deeds.

COMPLAINANT'S EXHIBIT 162.

JOHN BALMORE TO C. S. BUSHNELL AND OTHERS.

Dated November 27, 1871.

For a good, full and valuable consideration, to me, John Belmore, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as one of the Grantees or persons named in the first section of the Act hereinafter mentioned, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain
7550 streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-seventh day of November, one thousand eight hundred and seventy-one.

JOHN BALMORE. [L. S.]

In presence of
HENRY PARSONS.

Three U. S. Internal Revenue Stamps 5c each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 27th day of November, 1871, before me came John Balmore, to me known to be the person described in and who executed the foregoing instrument in writing, and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

7551 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 163.

JAMES S. TURNER TO WILLIAM M. TWEED.

Dated July 3, 1871.

Know All Men by These Presents, That I, James S. Turner, for the sum of One Dollar to me in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant and assign and convey unto William M. Tweed, and his legal representatives, all the right, title, and interest which may have accrued, or may hereafter accrue, to me, under and by virtue of the provisions of the Act of the Legislature, Chapter 944,
7552 passed June 12th, 1871, entitled "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting the City of New York, and the streets, avenues, squares, and buildings therein, and to lay pipes for that purpose, and do hereby constitute and appoint said —— my Attorney and Agent, for me and in my name, place and stead, to do all matters and things which under the provisions of said Act I would be authorized to do.

In Witness Whereof, I have hereunto set my hand and seal this third day of July, one thousand eight hundred and seventy-one.

JAMES S. TURNER. [L. S.]

Sealed and delivered in presence of
EDGAR BROWN.

Internal Revenue 5c Stamp.

CITY AND COUNTY OF NEW YORK, *ss:*

On th-s 27th day of November, 1871, before me came James S. Turner, to me known to be the person described in and who exe-

cuted the foregoing instrument in writing, and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Henry Parsons
7553 whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that, I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 164.

WILLIAM M. TWEED TO C. S. BUSHNELL AND OTHERS.

Dated July 31, 1871.

For a good, full and valuable consideration to me, William M. Tweed, the subscriber, paid the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as Assignee of James S. Turner, one of the Grantees or persons mentioned in the first section of the Act hereinafter mentioned by Assignment, dated July third, 1871, hereto annexed in and to the charter, franchise and authority granted by the State of
7554 New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is par-

ticularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-seventh day of November one thousand eight hundred and seventy one.

WILLIAM M. TWEED. [L. S]

In presence of
CORNELIUS CORSON.

Three U. S. Internal Revenue Stamps, 5 cents each.

7555 CITY AND COUNTY OF NEW YORK, *ss:*

On this 27th day of November 1871 before me came William M. Tweed to me known to be the person described in and who executed the foregoing instrument in writing & acknowledged that he executed the same.

CORNELIUS CORSON,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Cornelius Corson whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signa-ure to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7556 COMPLAINANT'S EXHIBIT 165.

WILLIAM JOHNSTON TO JOHN RYAN.

Dated December 16, 1871.

For and in consideration of the sum of one dollar, to me in hand paid by John Ryan, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, I, William Johnston, one of the Grantees named in the first section of a certain act of the Legis-

lature of the State of New York, entitled, "An Act to authorize the construction of Gas works and the manufacture and sale of Gas for the purpose of lighting a portion of the City of New York and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose" passed June 12th, 1871, and named in said Act as William Johnson, do hereby sell, assign, transfer and set over unto the said John Ryan all my right, title, interest, property or possession in and to the Charter, Grant, Franchise and authority therein and thereby granted to me, to have and to hold the same and every part thereof with the appurtenances unto the said John Ryan, with the like force and effect as if he the said had been named as one of the Grantees in the said first section of said Act.

In Witness Whereof I have hereunto set my hand and seal this 16th day of December one thousand eight hundred and seventy one.

WM. JOHNSTON. [L. S.]

In presence of
JOHN CALLAHAN.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 16th day of December 1871, before me came William Johnson, to me known to be the person described in and who
7557 executed the foregoing instrument in writing and acknowledged that he executed the same.

JOHN CALLAHAN,
Commissioner of Deeds.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 23d day of December 1871 before me came William Johnston to me known to be the person described in and who executed the foregoing instrument in writing and reacknowledged that he executed the same, after the change made in fifth line of first page from Johnson to Johnston, and after the interlineation between the 14th and 15th lines on first page.

JOHN CALLAHAN,
Commissioner of Deeds.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that John Callahan whose name is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment a Commissioner of Deeds in and for the City of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said Certificate of Proof or Acknowl-dgment is genuine.

7558 In Testimony Whereof I have hereunto set my hand, and affixed the Seal of the said Court and County, the 31 day of July 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

CITY AND COUNTY OF NEW YORK, *ss:*

On this 23rd day of December 1871 before me came William Johnston to me known to be the person described in and who executed the foregoing instrument in writing and reacknowledged that he executed the same, after the change made in fifth line of the first page from Johnson to Johnston, and after the interlineation between the 14th and 15th lines on first page.

JOHN CALLAHAN,
Commissioner of Deeds.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that John Callahan, whose name is subscribed to the Certificate of Proof or acknowledgment of the annexed instrument, and thereon written was, at the time of taking such proof or acknowledgment a Commissioner of Deeds in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

7559 In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 166.

JOHN RYAN TO C. S. BUSHNELL AND OTHERS.

Dated December 18th, 1871.

For a good, full and valuable consideration, to me, John Ryan, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as Assignee of William Johnston, one of the Grantees named in the first section of the Act hereinafter mentioned by Assignment dated December 16th, 1871, hereto annexed (named in said section as William Johnson, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion

of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes, for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of
7560 the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect, as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this eighteenth day of December, one thousand eight hundred and seventy-one.

JOHN RYAN. [L. S.]

In presence of
HENRY PARSONS.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 18th day of December, 1871, before me came John Ryan, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for New York City and County.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same
7561 being a Court of Record, do hereby Certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 167.

HENRY S. MURRAY TO PETER B. SWEENEY.

Dated July 3, 1871.

Know All Men by These Presents, That I, Henry S. Murray, for the sum of One Dollar to me in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant and assign and convey unto Peter B. Sweeney and his legal representatives, all the right, title and interest which may have accrued, or may hereafter accrue, to me, under and by virtue of the provisions of the Act of the Legislature, Chapter 944, passed June 12th, 1871, entitled "An Act to authorize the construction of Gas Works, and the manufacture and sale of Gas for the purpose of lighting the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose, and also do constitute and appoint said —— ——, my Attorney and Agent, for me and in my name, place and stead, to do all matters and things which under the provisions of said Act I would be authorized to do.

7562

In Witness Whereof, I have hereunto set my hand and seal this 3rd day of July, one thousand eight hundred and seventy-one.

H. S. MURRAY. [L. S.]

Sealed and delivered in presence of
W. E. ZISSELL.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 2nd day of December, 1871, personally appeared before me, Henry S. Murray, known to me to be the person described in the within instrument, who acknowledged that he executed the same.

CORNELIUS CORSON,
Notary Public, County of New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Cornelius Corson, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

7563

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 168.

PETER B. SWEENY TO C. S. BUSHNELL AND OTHERS.

Dated July 3, 1871.

For a good, full and valuable consideration, to me, Peter B. Sweeny, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as Assignee of Henry S. Murray, one of the Grantees or persons named in the first section of the Act herein mentioned by assignment dated July third, 1871, hereto annexed, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said
7564 grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this fourth day of December, one thousand eight hundred and seventy-one.

PETER B. SWEENY. [L. S.]

In presence of:
THOMAS C. FIELDS.

Three U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 4th day of December, 1871, before me came Thomas C. Fields, to me known — the subscribing witness within named, who being by me sworn, did depose and say that he resides at 140th Street and 12th Avenue, New York City, that he knows Peter B.
7565 Sweeny, the grantee above named, knows him to be the person described in and who executed the within instrument in

writing, that he was present and saw the said Peter B. Sweeny execute the same and that — thereupon subscribed his name as a witness thereto.

THOS. C. FIELDS.

Sworn to before me this 4th day of December, 1871.

HENRY PARSONS,
Notary Public, N. Y. C.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7566 COMPLAINANT'S EXHIBIT 169.

PETER H. E. BAXTER, JR., TO HENRY W. GENET.

Dated June 16, 1871.

In consideration of the sum of one dollar to me in hand paid by Henry W. Genet of the City of New York, I do hereby assign, transfer and set over unto the said Henry W. Genet, all my right, title and interest as an incorporator in and to a certain act of incorporation, entitled "An Act to authorize the construction of Gas Works, and the manufacture and sale of Gas for the purpose of lighting a portion of the City of New York, and the Streets and Avenues, Squares and buildings therein and to lay pipes for that purpose," passed June 12th, 1871, to have and to hold such interest to himself, his heirs and assigns forever.

Signed this 16th day of June, 1871.

PETER H. E. BAXTER.

In presence of
GEO. H. E. LYNCH.

Int. Rev. 5c. Stamp.

STATE OF NEW YORK AND COUNTY OF NEW YORK, *ss:*

On this 2d day of December, 1871, personally appeared before me Peter H. E. Baxter, to me known and known to me to be the person

signing the foregoing assignment, and he acknowledged to me that he signed the same for the uses and purposes therein mentioned.

THOS. F. GILROY,
Notary Public, City and County of N. Y.

7567 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Thos. F. Gilroy, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 170.

HENRY W. GENET TO C. S. BUSHNELL AND OTHERS.

Dated November 28, 1871.

For a good, full and valuable consideration, to me, Henry W. Genet, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as Assignee of Peter H. E. Baxter, one of the Grantees
7568 or persons named in the first section of the Act hereinafter mentioned by Assignment dated June 16th, 1871, hereto annexed, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of

which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-eighth day of November, one thousand eight hundred and seventy-one.

H. W. GENET. [L. S.]

Three Internal Revenue Stamps, 5 cents each.

7569 CITY AND COUNTY OF NEW YORK, *ss:*

On this 28th day of November, 1871, before me came Henry W. Genet, the person named in the foregoing instrument of Assignment and subscribed the same in my presence and I acknowledged the same to be his signature thereto.

JOHN SCOTT,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That John Scott, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7570 COMPLAINANT'S EXHIBIT 171.

JOHN COX TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, John Cox, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest as one of the Grantees or persons named in the first section

of the Act hereinafter mentioned, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison
7571 and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

JOHN COX. [L. S.]

In presence of:
HENRY PARSON-.

Three U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November 1871 before me came John Cox to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public for N. Y. City.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Henry Parsons whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commis-
7572 sioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting

of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 172.

JOHN J. TURNER TO WILLIAM E. KING.

Dated, July 3, 1871.

Know All Men By These Presents: That I, John J. Turner, for the sum of One Dollar to me in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant and assign and convey unto William E. King and his legal representatives, all the right, title, and interest which may have accrued, or may hereafter accrue, to me, under and by virtue of the provisions of the Act of the Legislature, chapter 944, passed June 12th, 1871, entitled "An act to authorize the construction of Gas Works, and the manufacture and sale of Gas for the purpose of lighting the City of New York, and the streets, avenues, squares, and buildings therein, and to lay pipes for that purpose, and do hereby constitute and appoint said my Attorney and Agent, for me and in my name, place, and stead, to do all matters and things which under the provisions of said Act I would be authorized to do.

In Witness Whereof, I have hereunto set my hand and
7573 seal this 3rd day of July one thousand eight hundred and seventy one.

JOHN J. TURNER, [L. S.]

Sealed and delivered in presence of
CORNELIUS CORSON.

U. S. Internal Revenue Stamp 5 cents.

STATE OF NEW YORK,
City and County of New York, ss:

On the 3rd day of July, 1871, before me personally came John J. Turner to me known to be the same person mentioned in, and who executed the foregoing assignment and acknowledged that he executed the same.

R. H. CLIFFORD,
Notary Public, N. Y. City.

STATE OF NEW YORK,
County of New York, ss.

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, that R. H. Clifford, whose name

is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said Certificate of Proof or Acknowledgment is genuine.

7574 In Testimony Whereof, I have hereunto set my hand, and affixed the Seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 173.

WILLIAM E. KING TO JAMES F. PIERCE.

Dated June 12, 1871.

For and in consideration of the sum of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, I do hereby transfer, assign, and set over to James F. Pierce or his assigns, all the right, title, and interest I now have, or may hereafter acquire by the provisions of a certain act entitled, An Act to Authorize the construction of Gas Works, and the manufacture and sale of Gas for the purpose of lighting a portion of the City of New York and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose, passed June 12, 1871, and do hereby fully authorize said Pierce to do and perform all things I may be authorized to do by said act.

(Signed) WM. E. KING.

July 18, 1871.

In presence of
E. BOTTGER.

U. S. Internal Revenue Stamp 5 cents.

STATE OF NEW YORK,
City and County of New York, ss:

7575 On this 18th day of July 1871, before me personally appeared William E. King, to me known to be the same person mentioned in and who executed the foregoing assignment, and acknowledged that he executed the same.

R. H. CLIFFORD,
Notary Public, N. Y. City.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a

Court of Record, do Hereby certify, that R. H. Clifford, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7576 COMPLAINANT'S EXHIBIT 174.

JAMES F. PIERCE TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, James F. Pierce, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby sell, assign and transfer unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of John J. Turner, one of the Grantees or persons named in the first section of the Act hereinafter mentioned by Assignment first from said Turner to one William E. King, dated July 3d, 1871, and from said King to me, dated July 18th, 1871, hereto annexed, in and to the charter, franchise and authority, granted by the State of New York by the Act of its Legislature entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues and squares and buildings therein and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is par-
7577 ticularly referred to and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof with the appurtenances unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

JAMES F. PIERCE. [L. S.]

In presence of

HENRY PARSONS.

Three U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me personally came James F. Pierce, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSONS,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Henry Parsons, whose name is subscribed to the Certificate of the proof or acknowledg-
7578 ment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 175.

EDGAR BROWER TO CHAS. E. WILBOUR.

Know All Men by These Presents, That I, Edgar Brower, for the sum of One Dollar to me in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations, do hereby grant and assign and convey unto Charles E. Wilbour and his legal representatives, all the right, title and interest which may have accrued, or may hereafter accrue, to me, under and by virtue of the provisions of the Act of the Legislature, Chapter 944, passed June 12th, 1871, entitled "An Act to authorize the construction of Gas Works, and the manufacture and sale of Gas for the purpose of lighting the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose, and do

hereby constitute and appoint said —— my Attorney and
7579 Agent for me and in my name, place and stead, to do all the matters and things which under the provisions of said Act I would be authorized to do.

In Witness Whereof, I have hereunto set my hand and seal this third day of July, one thousand eight hundred and seventy-one.

EDGAR BROWER. [L. S.]

Sealed and delivered in the presence of
JAMES S. TURNER.

U. S. Internal Revenue Stamp, 5 cents.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 27th day of November, 1871, before me came Edgar Brower, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged he executed the same.

CORNELIUS CORSON,
Notary Public for N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Cornelius Corson, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in
7580 and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 176.

CHARLES E. WILBOUR TO C. S. BUSHNELL AND OTHERS.

Dated November 27, 1871.

For a good, full and valuable consideration, to me, Charles E. Wilbour, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby sell, assign and transfer unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as Assignee of Edgar Brower, one of the Grantees or persons named in the first section of the Act hereinafter mentioned

by assignment dated — hereto annexed, in and to the charter, franchise and authority, granted by the State of New York, by the Act of its Legislature, entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the
7581 Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as the grantees or persons in the said first section of said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-seventh day of November one thousand eight hundred and seventy one.

CHARLES E. WILBOUR. [L. S.]

In presence of

CORNELIUS CORSON.

Three 5 cent U. S. Internal Revenue Stamps.

CITY & COUNTY OF NEW YORK, *ss:*

On this 27th day of November 1871 before me personally came Charles E. Wilbour, to me known to be the person described
7582 in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

CORNELIUS CORSON,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Cornelius Corson whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary,

and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7583 COMPLAINANT'S EXHIBIT 177.

CHARLES E. LOEW TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Charles E. Loew, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby sell, assign and transfer unto C. S. Bushnell, Henry Davison and Gordon H. Waddell, all and every my right, title and interest, as one of the Grantees or persons named in the first section of the Act hereinafter mentioned, in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entiled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with
7584 the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty-fifth day of November, one thousand eight hundred and seventy-one.

CHARLES E. LOEW. [L. S.]

In presence of
HENRY PARSONS.

Three U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me personally came Chas. E. Loew, to me known to be the person described in and who executed the foregoing instrument in writing and acknowledged that he executed the same.

HENRY PARSON,
Notary Public for N. Y. City and Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, That Henry Parsons whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for
7585 the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 178.

MATHEW T. BRENNAN TO C. S. BUSHNELL AND OTHERS.

Dated November 25, 1871.

For a good, full and valuable consideration, to me, Mathew T. Brennan, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby sell, assign and transfer, unto C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, all and every my right, title and interest, as one of the Grantees or persons named in the first section of an Act hereinafter mentioned in and to the charter, franchise and authority granted by the State of New York, by the Act of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are author-
7586 ized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights,

privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same, and every part thereof, with the appurtenances, unto the said C. S. Bushnell, Henry J. Davison and Gordon H. Waddell, and their assigns, with like force and effect as if they had been named as a part of the grantees or persons in the said first section of the said Act.

In Witness Whereof, I have hereunto set my hand and seal this twenty fifth day of November one thousand eight hundred and seventy one.

M. T. BRENNAN. [L. S.]

In presence of:
JOHN KERR.

Three U. S. Internal Revenue Stamps, 5 cents each.

CITY AND COUNTY OF NEW YORK, *ss:*

On this 25th day of November, 1871, before me came Mathew T. Brennan, to me known to be the person described in and who executed the within instrument in writing & acknowledged that he executed the same.

JOHN KERR,
Com. of Deeds.

7587 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That John Kerr, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 179.

RESIGNATIONS OF EXECUTIVE COMMITTEE.

We, the subscribers, who were, within ninety days after the passage of the Act of June 12, 1871, Chapter 944, of the Laws of the State of New York, of 1871, page 2,168, duly selected, pursuant to the third section of the said Act, as an Executive Committee, as therein provided for, in consideration that the persons named in the

first section of the said Act, or their assigns, or nearly all of them, have duly assigned to C. T. Bushnell, Henry I. Davison and Gordon H. Waddell, all and every their right, title and interest, as
7588 grantees, or assignees, in and to the charter franchise and authority granted by the said Act, do hereby release, relinquish, assign and set over to the said Bushnell, Davison and Waddell, and their assigns, all the rights, power and control which we have acquired, or can in any way exercise, or have, as such Executive Committee.

In Witness Whereof, we have hereunto set our hands and seals this twenty seventh day of November, 1871.

H. W. GENET.	[L. S.]
RICHARD B. CONNOLLY.	[L. S.]
THOS. C. FIELDS.	[L. S.]
W. M. TURNER.	[L. S.]
CORNELIUS CORSON.	[L. S.]
JAS. E. WILBUR.	[L. S.]
PETER B. SWEENY.	[L. S.]
A. OAKEY HALL.	[L. S.]
HENRY HILTON.	[L. S.]

Cancelled Inter. Rev. 5c. Stamp.

We, the Subscribers, who were, within ninety days after the passage of the Act of June 12, 1871, Chapter 944, of the Laws of the State of New York, of 1871, page 2,168, duly selected, pursuant to the third section of the said Act, as an Executive Committee, as therein provided for, in consideration that the persons named in the first section of the said Act, or their assigns, or nearly all of them, have duly assigned to C. T. Bushnell, Henry I. Davison and Gordon H. Waddell, all and every their right, title and interest as grantees, or assignees, in and to the charter, franchise and authority granted by the said Act, do hereby release, relinquish, assign and set over to the said Bushnell, Davison and Waddell, and their assigns, all
7589 the rights, power and control which we have acquired, or can in any way exercise, or have, as such Executive Committee.

In Witness Whereof, we have hereunto set our hands and seals this twenty-seventh day of November, 1871.

HUGH SMITH.	[L. S.]
——— ———.	[L. S.]
JAMES M. SWEENEY.	[L. S.]

Inter. Rev. 5c. Stamp.

COMPLAINANT'S EXHIBIT 180.

Complainant's Exhibit 180 is the same as Complainant's Exhibit 120.

COMPLAINANT'S EXHIBIT 181.

CORNELIUS S. BUSHNELL AND OTHERS TO WILLIAM FOSTER, JR.

Dated February 14, 1874.

For a good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto William Foster, Junior, of the City of New York, all and every our joint and several rights, title and interest as owners by intermediate assignments from Isaac P. Martin, William P. Smith, Edward Jones, Shepherd F. Knapp and William R. Dyer (or their assigns) the original grantees, in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract
7590 of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances unto the said William Foster, Junior, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

In Witness Whereof, we have hereunto severally set our hands and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

7591 STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the nineteenth day of February, one thousand eight hundred and seventy-four, before me personally appeared Cornelius S. Bushnell, and on the twenty-first day of February, 1874, before me personally appeared Henry J. Davison, and on the twentieth day of February, 1874, before me personally appeared Gordon H. Waddell, to me known to be the individuals described in and who executed the foregoing instrument, and respectively acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7592 COMPLAINANT'S EXHIBIT 182.

CORNELIUS S. BUSHNELL AND OTHERS TO EBEN F. BACON.

Dated February 14, 1874.

For a good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby reiinquish, sell, assign and transfer unto Eben F. Bacon, all and every our joint and several rights, title and interest as owners by intermediate assignments from Edward Taylor, Joseph Murphy, Walter Smith, Joel S. Fithian and William H. Bloom (or their assigns) the original grantees, in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes

for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to,
7593 and its terms considered as part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances unto the said Eben F. Bacon, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

In Witness Whereof, we have hereunto severally set our hands and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the nineteenth day of February, one thousand eight hundred and seventy-four, before me personally appeared Cornelius S. Bushnell, and on the twentieth day of February, 1874, before me personaliy appeared Gordon H. Waddell, and on the twenty-first day of February, 1874, before me personally appeared Henry I. Parson, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

7594 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such

Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 183.

CORNELIUS S. BUSHNELL AND OTHERS TO JAMES M. TOWNSEND.

Dated February 14, 1874.

For a good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison, and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer
7595 unto James M. Townsend all and every our joint and several rights, title and interest as owners by intermediate assignments from George H. Wicks, John E. Cronly, John C. Angell, Edward J. Shandley, Joseph G. Jennings, Henry Johnson (or their assigns) the original grantees, in and to the charter, grant, franchise and authority, granted by the State of New York, by the Act and contract of its Legislature, entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances unto said James M. Townsend as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

In Witness Whereof, We have hereunto severally set our
7596 hands and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the nineteenth day of February, one thousand eight hundred and seventy-four, before me personally appeared, Cornelius S. Bushnell, and on the twenty-first day of February, 1874, before me personally appeared Henry J. Davison, and on the twentieth day of February, 1874, before me personally appeared Gordon H. Waddell, to me known to be the individuals described in and who executed the foregoing instrument, and respectively acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify, That Robert Owen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And fur-
7597 ther that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 184.

CORNELIUS S. BUSHNELL AND OTHERS TO SAMUEL J. YOUNG.

Dated February 14, 1874.

For a good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison, and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto Samuel J. Young, all and every our joint and several rights, title and interest as owners by intermediate assignments from William Vail, William H. Murphy, Patrick Quinn, George Chivvis, John H. Johnston & William Higgins (or their assigns) the original grantees, in and to the charter, grant franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled: "An Act to authorize the construction of gas works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of

New York, and the Streets, Avenues, Squares and buildings
7598 therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances unto the said Samuel J. Young, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

In Witness Whereof, we have hereunto severally set our hands and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

7599 STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the nineteenth day of February, one thousand eight hundred and seventy-four, before me personally appeared, Cornelius S. Bushnell and on the twenty-first day of February 1874 before me personally appeared Henry J. Davison, and on the twentieth day of February 1874 before me personally appeared Gordon H. Waddell, to me known to be the individuals described in and who executed the foregoing instrument, and respectively acknowledged that they executed the same.

ROBERT T. OWEN,
Notary Public, New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that

I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7600 COMPLAINANT'S EXHIBIT 185.

CORNELIUS S. BUSHNELL AND OTHERS TO CHARLES E. APPLEBY.

Dated February 14, 1874.

For good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison, and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto Charles E. Appleby all and every our joint and several rights, title and interest as owners by intermediate assignments from Andrew J. Smith, Henry A. Smith, Richard H. Vaughan, Joseph Bell, Delevan Peck, and John J. Walsh (or their assigns) the original grantees, in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares, and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particu-
7601 larly referred to, and its terms considered as part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances unto the said Charles E. Appleby as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

In Witness Whereof, We have hereunto severally set our hands

and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the 21st day of February, one thousand eight hundred and seventy-four, before me personally appeared Cornelius S. Bushnell and Henry J. Davison, and on the twentieth day of February, 1874, before me personally appeared Gordon H. Waddell, to me known to be the individuals described in and who executed the foregoing instrument, and respectively acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

7602 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 186.

CORNELIUS S. BUSHNELL AND OTHERS TO PASCHAL W. TURNEY.

Dated February 14, 1874.

For a good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison, and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, as-
7603 sign and transfer, and do hereby relinquish, sell, assign and transfer unto Paschal W. Turney all and every our joint and several rights, title and interest as owners by intermediate assign-

ments from William Johnston (otherwise called William Johnson), James S. Turner, Thomas Y. Avery, John Balmore, Henry S. Murray and Peter H. E. Baxter, Junior (or their assigns) the original grantees, in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled: "An Act to authorize the construction of Gas Works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with, and subject to, certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances unto the said Paschal W. Turney, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

7604 In Witness Whereof, we have hereunto severally set our hands and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the nineteenth day of February, one thousand eight hundred and seventy-four, before me personally appeared, Cornelius S. Bushnell and on the twenty-first day of February 1874 before me personally appeared Henry J. Davison, and on the twentieth day of February 1874 before me personally appeared Gordon H. Waddell, to me known to be the individuals described in and who executed the foregoing instrument, and respectively acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in
7605 and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 187.

CORNELIUS S. BUSHNELL AND OTHERS TO HENRY H. PORTER.

Dated February 14, 1874.

For a good, full and valuable consideration to us, Cornelius S. Bushnell, Henry J. Davison and Gordon H. Waddell, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto Henry H. Porter, all and every our joint and several rights, title and interest as owners by intermediate assignments from Matthew T. Brennan, Charles E. Loew, Edgar Brower, John I. Turner and John Cox (or their assigns) the original grantees, in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled: "An Act to authorize the construction of Gas Works and the manufacture and sale of gas for the purpose of lighting a portion of the
7606 City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York, therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances unto the said Henry H. Porter, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned, were derived as aforesaid.

In Witness whereof, we have hereunto severally set our hands and seals this fourteenth day of February, one thousand eight hundred and seventy-four.

CORNELIUS S. BUSHNELL. [L. S.]
HENRY J. DAVISON. [L. S.]
G. H. WADDELL. [L. S.]

Sealed and delivered in the presence of
ROBERT OWEN.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On the nineteenth day of February, one thousand eight
7607 hundred and seventy-four, before me personally appeared Cornelius S. Bushnell, and on the twenty-first day of February, 1874, before me personally appeared Henry J. Davison, and on the twentieth day of February, 1874, before me personally appeared Gordon H. Waddell, to me known to be the individuals described in and who executed the foregoing instrument, and respectively acknowledged that they executed the same.

ROBERT OWEN,
Notary Public, New York.

STATE OF NEW YORK,
City and County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature of the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7608 COMPLAINANT'S EXHIBIT 188.

WILLIAM FOSTER, JR., AND OTHERS AND THE UNION GAS LIGHT COMPANY.

AGREEMENT.

Dated February 25, 1874.

This Indenture made the twenty-fifth day of February, one thousand eight hundred and seventy-four, between William Foster, Junior, James M. Townsend, Paschal W. Turney, Eben F. Bacon, Charles E. Appleby, Henry H. Porter and Samuel J. Young of the first part and The Union Gas Light Company of the City of New York of the second part:

Whereas by an Act of the Legislature of the State of New York, passed June 12, 1871, entitled "An Act authorizing the construction of gas works and the manufacture and sale of gas for the purposes of lighting a portion of the City of New York, and the Streets, Avenues, Squares and buildings therein, and to lay pipes for that purpose," Isaac P. Martin, William Foster, Junior, and others therein named and their assigns were authorized and empowered at any time thereafter to manufacture, make and sell gas to be made of coal, oil, tar, peat, pitch, turpentine or other materials to be used for the purpose of lighting all that portion of the City of New York, lying North of the centre line of Seventy-ninth Street, including all the Central Park in its entire width and length, and all Streets, Avenues, Lanes, Alleys, Squares and parks within the limits aforesaid, and any buildings, manufactories or houses contained and situate within the said limits, and to lay pipes for the purpose of conducting the gas in any Streets, Avenues, Lanes, Alleys, Squares and parks of said City and in the said Central Park and to
7609 adopt any other necessary means to furnish gas to any inhabitant in said portion of said City, and to the said Central Park together with and subject to certain other conditions, rights, privileges and immunities as by the said act will upon reference appear and the terms of which act are to be taken and considered as part of this instrument.

And Whereas, the parties of the first part by virtue of assignments from all the original grantees named in the said Act of the Legislature, or their assigns, are the owners as joint tenants of all and singular the franchises, rights, powers, immunities and authorities granted by the said Act of the Legislature.

And Whereas, the parties of the first part now constitute the Executive Committee for the control and management of the business authorized to be done and carried on by the provisions of said act.

Now This Indenture Witnesseth, that the parties hereto of the first part in consideration of the sum of One Dollar to them respectively paid, the receipt of which is acknowledged and of other good and valuable considerations, do grant and assign unto the parties of the second part for and during the whole term of the corporate existence

of the parties of the second part whether original or renewed or extended and for the whole term of the existence of any other corporation or association into which the parties of the second part may at any time become merged, the right to do, exercise and perform as the Agents and Attorneys of the parties of the first part and their successors, hereby irrevocably constituted all and every the rights, privileges, franchises and immunities given and granted or created by the said Act of the Legislature or which may be given, granted or by any Act amendatory or in addition to the said recited act
7610 fully and effectually and in as large and ample a manner as the parties of the first part as the assignees and holders of all the rights, franchises, privileges and immunities can or may exercise, use and enjoy the same. And the parties of the first part, for themselves and their successors, covenant with the parties of the second part and their successors and assigns that they hold and will continue, jointly and not severally, to hold the rights, privileges, franchises and immunities granted by the said Act of the Legislature, or which may be granted by any other amendatory or additional act and that upon the death, or upon the resignation of either of the parties of the first part as a member of the Executive Committee provided for in the said act, or of any of their successors in said Committee, the surviving members of the Executive Committee for the time being will upon the request of the parties of the second part and their successors, elect a new member of the Executive Committee in the place and stead of the member of such Committee so dying or resigning, and such new member shall be vested with the rights and be subject to the duties and obligations of the member in whose place he shall be so elected and this Instrument shall operate as a transfer and assignment of all the rights and interests of the person so dying or resigning to the person who may be appointed in his place as aforesaid, and further that they, the parties of the first part, and their successors will not, except upon the written consent of the parties of the second part, their successors or assigns, transfer, part with or encumber any of the rights, franchises, privileges or immunities vested in them by the said Act of the Legislature as the assignees of the grantees therein named or otherwise or which may become vested in them by any amendatory or additional Act. And, the
7611 parties of the first part for themselves and their successors further covenant with the parties of the second part, their successors and assigns, that they will at any time upon request of the parties of the second part and their successors, grant and delegate to any other corporation or association the right as the Agents and Attorneys of such Executive Committee to manufacture, make and sell gas to be used for the purpose of lighting any portion of the City of New York within the territorial limits expressly described in the said recited Act of the Legislature, including Central Park, and to adopt any other necessary measures to furnish gas to any other inhabitant in any other portion of said City, subject to the limitations, restrictions and conditions and with the benefit of the rights and privileges thereby granted.

And the parties of the first part for themselves and their successors further covenant to and with the parties of the second part,

their successors and assigns, that they will at any time hereafter upon the request of the parties of the second part, their successors and assigns, make, do and execute all such further and other deeds and assurances which may be necessary or which may be required for the more effectually carrying out and executing of the grant, agreement and covenants on their parts herein contained.

This Indenture Further Witnesseth that the parties of the second part in consideration of the premises and of the sum of One dollar to them in hand paid, covenant with the parties of the first part and their successors, that they will at their own cost, charge and expense as the agents and attorneys of the parties of the first part and their successors do execute and perform all and every the work, labor and services contemplated in and by the said recited Act for the
7612 beneficial exercise of the rights and privileges thereby granted as fully as if they had been named the grantees in said act and that they will protect and save harmless the parties of the first part and their successors from any and every liability, damage or injury in the premises. But it is expressly understood that nothing herein contained shall be construed as an obligation to pay to the parties of the first part or their successors any sum of money whatever by way of compensation for their services in the exercise of their function as an Executive Committee as aforesaid, or any sum of money whatever other than any damages which they may sustain by reason of the failure of the parties of the second part to protect and save them harmless in the premises.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals and the parties of the second part have hereunto caused their Common Seal to be affixed the day and year first above written.

WM. FOSTER, JR. [SEAL.]
JAS. M. TOWNSEND. [SEAL.]
P. W. TURNEY. [SEAL.]
EBEN F. BACON. [SEAL.]
CHARLES ED. APPLEBY. [SEAL.]
H. H. PORTER. [SEAL.]
SAML. J. YOUNG. [SEAL.]

Sealed and delivered in the presence of

[SEAL.]

UNION GAS LIGHT CO.,
R. M. C. GRAHAM, *Prest.*

Attest:
JOHN SICKELS, *Sec'y.*

7613 CITY AND COUNTY OF NEW YORK, *ss:*

On the twenty-fifth day of February, one thousand eight hundred and seventy-four, before me personally appeared Eben F. Bacon, Charles Edgar Appleby, Henry H. Porter and Samuel J. Young, and on the twenty-sixth day of February one thousand eight hundred and seventy-four before me personally appeared James M. Townsend, and on the twenty-seventh day of February one thousand eight

hundred and seventy-four before me personally appeared William Foster, Junior and Paschal W. Turney to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same and on the said twenty-seventh day of February one thousand eight hundred and seventy-four before me personally appeared Robert M. C. Graham, with whom I am personally acquainted and known to me to be the President of the Union Gas Light Company the Corporation described in and who executed the foregoing instrument, who being by me duly sworn, deposed and said that he resides at Astoria in the County of Queens; that the seal annexed to the foregoing instrument is the common Seal of said corporation and was affixed thereto by their authority.

ROBERT OWEN,
Notary Public, New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That Robert Owen,
7614 whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 189.

WILLIAM FOSTER, JR., TO ROBERT M. C. GRAHAM.

Dated December 5, 1876.

For a good, full and valuable consideration, to me, William Foster, Jr., the subscriber, paid, the receipt of which is hereby confessed and acknowledged I agree to relinquish, sell, assign and transfer and do hereby relinquish, sell, assign and transfer unto Robert M. C. Graham of the City of New York all my joint and several rights title and interest as owners by intermediate assignments from Isaac P. Martin, William P. Smith, Edward Jones, Shepherd F. Knapp and William R. Dyer being certain of the original grantees, together with all my right as one of the original grantees in and to the Charter grant, franchise and authority granted by the State
7615 of New York by the Act and contract of its Legislature, entitled an Act to authorize the construction of gas works and

the manufacture of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein and to lay pipes for that purpose, passed June 12th, 1871, whereby the said grantees named in first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To Have and To Hold the same and every part thereof with the appurtenances unto the said Robert M. C. Graham as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interest hereby granted and assigned were derived as aforesaid.

In Witness Whereof I have hereunto set my hand and seal this fifth day of December, A. D. 1876.

WM. FOSTER, JR. [L. S.]

In presence of words "and do hereby relinquish, sell, assign and transfer and set over" interlined on first page before execution.

M. A. POTTER.

7616 CITY & COUNTY OF NEW YORK, *ss:*

On this fifth day of December, A. D. 1876, before me personally came William Foster, Jr., to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do Hereby Certify, That M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 3d day of August, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7617 COMPLAINANT'S EXHIBIT 190.

EBEN F. BACON TO JOHN SICKELS.

Dated December 5, 1876.

For a good, full and valuable consideration to me, Eben F. Bacon, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby relinquish, sell, assign, and transfer unto John Sickels, of the City of New York, all my joint and several rights, title and interest as owner by intermediate assignments from Edward Taylor, Joseph Murphy, Walter Smith, Joel A. Fithian and William H. Bloom, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature entitled An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose, passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred and its terms considered as a part of this instrument.

To Have and To Hold the same and every part thereof,
7618 with the appurtenances unto the said John Sickels as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interest hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal the fifth day of December, 1876.

EBEN F. BACON. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

STATE OF NEW YORK,
City and County of New York, ss:

On this fifth day of December, A. D. 1876, before me personally came Eben F. Bacon, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the
7619 County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 191.

JAMES M. TOWNSEND TO JARED E. REDFIELD.

Assignment.

Dated December 7, 1876.

For a good, full and valuable consideration to me James M. Townsend the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign, and transfer and do hereby relinquish, sell, assign, and transfer unto Jared E. Redfield of Essex, Connecticut, all my joint and several rights, titles and interests as owners by intermediate assignments from George H. Wicks, John E. Cronly, John C. Angell, Edward J. Shandley, Joseph G. Jennings & Henry Johnson being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of
7620 the City of New York and the Streets and avenues, squares and buildings therein and to lay pipes for that purpose" passed June 12th, 1871, whereby the said grantees named in first section of the said act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits together with, and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To Have and To Hold the same and every part thereof with the appurtenances unto the said Jared E. Redfield as aforesaid with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof I have hereunto set my hand and seal this fifth day of December 1876.

JAS. M. TOWNSEND. [L. S.]

Sealed and delivered in the presence of
FREDK. W. BABCOCK.

FREDERICK W. BABCOCK,
A Commissioner for the State of New York.

7621 STATE OF CONNECTICUT, *County of New Haven, ss:*

NEW HAVEN, *Dec. 7th,* 1876.

On this seventh day of December, A. D. 1876, before me personally came James M. Townsend, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

In Witness Whereof I have hereunto set my hand and official seal at New Haven in the County and State aforesaid this seventh day of December, A. D. 1876.

[SEAL.] FREDERICK W. BABCOCK,
A Commissioner for State of New York.

STATE OF NEW YORK,
Office of the Secretary of State, ss:

I Hereby Certify, that Frederick W. Babcock, of City and County of New Haven and State of Connecticut, was, at the time of taking the proof and acknowledgment mentioned in his annexed certificate, a Commissioner for the State of New York, to take the proof and acknowledgment of deeds and *State,* and to administer oaths and affirmations; and that such Commissioner was at the time aforesaid duly authorized to take the same; and that I have compared the signature of the said Commissioner to the certificate subjoined to the annexed instrument with the signature of such Commissioner deposited in this office, and have also compared the impression of the seal affixed to such certificate with the impression of the seal of such Commissioner, deposited in this office, and I verily
7622 believe the signature and impression of the seal to the said certificate to be genuine.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this fourth day of August, in the year one thousand nine hundred and six.

FRANK D. COLE,
Deputy Secretary of State.

COMPLAINANT'S EXHIBIT 192.

SAMUEL J. YOUNG TO GEORGE HOWES.

Dated December 5, 1876.

For a good, full and valuable consideration to me, Samuel J. Young, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell and assign and transfer and do hereby relinquish, sell and assign and transfer unto George Howes, of New York City, all my joint and several rights, title and interest as owner by intermediate assignments from William Vail, William H. Murphy, Patrick Quinn, George Chives, John H. Johnston and William Higgins, the original grantees in and to the charter, grant, franchise and authority granted by the State of New York, by the act and contract of its Legislature entitled an act to authorize the construction of gas works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York, and the streets, avenues and squares therein, and to lay pipes for that purpose, passed June 12th, 1871, whereby the said grantees named in the first section of the said act, and their assigns are authorized and empowered to manufacture, make and sell gas, within certain
7623 limits of the City of New York therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which, the said act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To Have and To Hold the same and every part thereof, with the appurtenances, unto the said George Howes, as aforesaid, with like force and effect, as if he had been named as the grantee in the said first section of said act, in the place and stead of the said original grantees, from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this fifth day of December, 1876.

SAML. J. YOUNG. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

STATE OF NEW YORK,
City and County of New York, ss:

On this fifth day of December, A. D. 1876, before me personally came Samuel J. Young, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

7624 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, Commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 193.

CHARLES E. APPLEBY TO TILTON E. DOOLITTLE.

Dated December 4, 1876.

For a good, full and valuable consideration to me, Charles E. Appleby, the subscriber, paid, the receipt of which is hereby confessed and acknowledged. I agree to relinquish, sell and assign and transfer and do hereby relinquish, sell, assign and transfer unto Tilton E. Doolitt-e of New Haven, Connecticut, all my joint and several rights, title and interest as owner by intermediate as-
7625 signments from Andrew J. Smith, Henry A. Smith, Richard H. Vaughan, Joseph Bell, Delavan Peck and John J. Walsh, being certain of the original grantees in and to the Charter grant, franchise and authority granted by the State of New York by the act and contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues and squares therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To Have and To Hold the same and every part thereof with the appurtenances, unto the said Tilton E. Doolittle as aforesaid with like force and effect as if he had been named as the grantee in the said

first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof I have hereunto set my hand and seal this 4th day of December, 1876.

CHARLES E. APPLEBY. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

7626 STATE OF NEW YORK,
City and County of New York, ss:

On this fourth day of December, A. D. 1876, before me personally came Charles E. Appleby to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, Commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In TestimonyWhereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7627 COMPLAINANT'S EXHIBIT 194.

WILLIAM FOSTER, JR., ET AL., TO WALTER OSBORN.

Dated December 7, 1876.

For a good, full and valuable consideration to us, William Foster, Jr., James M. Townsend, Eben F. Bacon, Charles E. Appleby, Henry H. Porter and Samuel J. Young, the subscribers, paid, the receipt of which is hereby confessed and acknowledged, we jointly and severally agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto Walter Osborn, of New Haven, Connecticut, all and every our joint and several rights, title and interest as survivors of Paschal W. Turney, deceased, under the

provisions of an agreement dated the 25th day of February, 1874, between the subscribers and said Paschal W. Turney of the first part and "The Union Gas Light Company" of the City of New York of the second part.

It being the intention of this assignment to vest in said Walter Osborn only the rights, title and interest of said Paschal W. Turney as owner by intermediate assignment of certain grants and franchises from certain of the original grantees named in Chapter 944 of the Laws of New York of 1871, and vested in the subscribers as survivors of said Turney under said agreement of February 25th, 1874.

And the subscribers by virtue of the provisions of said agreement last named, and on the written request of "The Union Gas Light Company" of the City of New York do hereby elect and appoint said Walter Osborn, a member of the Executive Committee existing under section three of Chapter 944 of the Laws of New York for 1871, to fill the vacancy caused by the death of said Paschal
7628 W. Turney.

In Witness Whereof, we have hereunto severally set our hands and seals the fifth day of December, one thousand eight hundred and seventy-six.

JAS. M. TOWNSEND. [L. S.]
EBEN F. BACON. [L. S.]
CHARLES E. APPLEBY. [L. S.]
WM. FOSTER, JR. [L. S.]
H. H. PORTER. [L. S.]
SAM'L YOUNG. [L. S.]

In the presence of
M. A. POTTER, [L. S.]
As to Bacon, Appleby, Foster, Porter & Young.

FRED'K W. BABCOCK, [L. S.]
As to Jas. M. Townsend.

STATE OF NEW YORK, *City and County of New York, ss:*

On this fifth day of December in the year eighteen hundred and seventy-six, before me personally came Eben F. Bacon, Charles E. Appleby, William Foster, Jr., Henry H. Porter and Samuel J. Young, to me known to be the individuals described in and who executed the foregoing instrument and severally acknowledged that they executed the same.

M. A. POTTER, [L. S.]
Notary Public, N. Y. Co.

STATE OF CONNECTICUT, *County of New Haven, ss:*

NEW HAVEN, *December 7th,* 1876.

On this seventh day of December, A. D. 1876, before me personally came James M. Townsend, to me known to be the indi-
7629 vidual described in and who executed the foregoing instrument and acknowledged that he executed the same.

In Witness Whereof, I have hereunto set my hand and official seal at New Haven, in the County and State aforesaid, this seventh day of December, A. D. 1876.

[L. S.] FREDERICK W. BABCOCK,
A Commissioner for State of New York.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7630 STATE OF NEW YORK,
Office of the Secretary of State, ss:

I hereby certify that Frederick W. Babcock, of City and County of New Haven, and State of Connecticut, was, at the time of taking the proof and acknowledgment mentioned in his annexed certificate, a Commissioner for the State of New York, to take proof and acknowledgment of deeds and other instruments to be used or recorded in this State, and to administer oaths and affirmations; and such Commissioner was at the time aforesaid, duly authorized to take the same; and that I have compared the signature of the said Commissioner to the certificate, subjoined to the annexed instrument with the signature of such Commissioner deposited in this office, and have also compared the impression of the seal affixed to such certificate with the impression of the seal of such Commissioner, deposited in this office, and I verily believe the signature and impression of the seal to the said certificate to be genuine.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this fourth day of August, in the year one thousand nine hundred and six.

FRANK D. COLE, [L. S.]
Deputy Secretary of State.

7631 COMPLAINANT'S EXHIBIT 195.

RESIGNATION OF THE OUTGOING MEMBERS OF EXECUTIVE COMMITTEE HOLDING UNDER LAWS NEW YORK.

For 1871, Ch. 944, S. 3.

Dated December 5th, 1876.

We, the subscribers, the surviving members of the Executive Committee duly holding office under Section Three of Chapter 944 of the Laws of 1871, do hereby release, relinquish, assign and set over to Robert M. C. Graham of New York City, Tilton E. Doolittle of New Haven, Connecticut, Jared E. Redfield of Essex, Connecticut, John Sickels of New York City, George Howes of New York City, Walter Osborn of New Haven, Connecticut, and Henry H. Porter of New York City and their assigns all the rights, powers and control which we have acquired or can in any way exercise or have as such Executive Committee.

In Witness Whereof we have hereunto set our hands and seals this fifth day of December, 1876.

CHARLES E. APPLEBY. [L. S.]
WM. FOSTER, JR. [L. S.]
JAS. M. TOWNSEND. [L. S.]
EBEN F. BACON. [L. S.]
SAML. J. YOUNG. [L. S.]

7632 COMPLAINANT'S EXHIBIT 196.

REQUEST AND CONSENT OF "THE UNION GAS LIGHT COMPANY."

Dated December 11, 1876.

The undersigned "The Union Gas Light Company of the City of New York" hereby consents that William Foster, Jr., James M. Townsend, Eben F. Bacon, Charles E. Appleby, Henry H. Porter and Samuel J. Young, the assignees and owners by intermediate assignments from the original grantees of the charter, grant, franchise, and authority granted by the State of New York by the Act of its Legislature entitled "An Act to authorize the construction of Gas Works and the manufacture and sale of Gas for the purpose of lighting a portion of the City of New York and the Streets, avenues, and squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, and owners by right of survivorship of the right, title and interest of Paschal W. Turney, deceased, may sell, assign, transfer and set over to Robert M. C. Graham of New York City, Tilton E. Doolittle of New Haven, Connecticut, Jared E. Redfield of Essex, Connecticut, John Sickels of New York City,

George Howes of New York City, Walter Osborn of New Haven, Connecticut, and Henry H. Porter of New York City all of said interests. This consent is given under the provisions of a certain agreement dated the 25th day of February, 1874, between William Foster, Jr., et al., and the said "The Union Gas Light Company" of the City of New York, whereby said Company is created the agent and attorney of the parties of the first part in said agreement named.

And we request said Robert M. C. Graham, Tilton E. Doolittle, Jared E. Redfield, John Sickels, George Howes, Walter Os-
7633 born and Henry H. Porter and whoever may be associated with them to grant and delegate to the "Knickerbocker Gas Light Company" of the City of New York all the rights and privileges as agents and attorneys heretofore granted and delegated to "The Union Gas Light Company" by the parties of the first part in said agreement of February 25th, 1874.

And the said "The Union Gas Light Company" hereby requests said William Foster, Jr., James M. Townsend, Eben F. Bacon, Charles E. Appleby, Henry H. Porter and Samuel J. Young, surviving members of the Executive Committee under section three of Chapter 944 of the Laws of 1871, to elect Walter Osborn of New Haven, Connecticut, a member of said Executive Committee to fill the vacancy caused by the death of Paschal W. Turney, a member of said Committee at the time of his death.

Also to assign to said Osborn all the rights, title and interest of said Turney as assignee by intermediate assignments of certain grantees named in said Chapter 944 of the Laws of 1871, and vested in them as the survivors of said Turney.

In Witness Whereof the said "The Union Gas Light Company" has hereunto set its hand and caused its common seal to be affixed this eleventh day of December one thousand eight hundred and seventy-six.

UNION GAS LIGHT CO.,
[SEAL.] By R. M. C. GRAHAM, *Pres.*

Attest:
JOHN SICKELS, *Sec'y.*

7634 CITY AND COUNTY OF NEW YORK, *ss:*

On this eleventh day of December, 1876, before me personally appeared Robert M. C. Graham with whom I am personally acquainted and known to me to be the President of "The Union Gas Light Company, the corporation in and who executed the foregoing instrument, who being duly sworn deposed and said that he resides at the City of New York, County and State of New York aforesaid and that the seal annexed to the foregoing instrument is the common seal of said Corporation and was affixed thereto by their authority.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby Certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7635 COMPLAINANT'S EXHIBIT 197.

CHARLES E. APPLEBY, RECEIVER, TO CLARK BELL.

Deed.

Dated August 10, 1876.

This Indenture, made the tenth day of August, 1876, between Charles Edgar Appleby, Receiver of the Union Gas Light Company of the City of New York, of the first part, and Clark Bell, of the City and County of New York, of the second part.

Whereas the party of the first part was duly appointed the Receiver of the property, Estate and effects of The Union Gas Light Company of the City of New York, by an order of the Supreme Court of the State of New York, made on the fifteenth day of June, 1875, in an action pending in said Court, in the City and County of New York, wherein the People of the State of New York are plaintiffs and the said The Union Gas Light Company and another are defendants.

And Whereas by an order of the said Supreme Court made in the said action, at Special Term, on the twenty-fourth day of July, 1876, it was among other things ordered that the party hereto of the first part as such Receiver, be and he was hereby authorized and directed to sell at public auction in the City of New York, to the highest bidder, all the right, title and interest of every kind and nature whatsoever, which the said Union Gas Light Company or its Receiver might have in and to certain franchises, rights, grants, contracts and property in such order mentioned, of which the contract rights and franchises and hereinafter mentioned, and conveyed, are part; And that the said party of the first part as such Receiver give public notice of such sale in the mode in such order mentioned, and upon the sale of the same to make, execute

7636 and deliver to the purchaser or purchasers, or his or their assigns, all necessary and proper deeds or other instruments, conveying and transferring the same.

And Whereas the said party of the first part as such Receiver, pursuant to such order duly advertised to be sold at the exchange Sales Room, Number 111 Broadway, in the City of New York, on the tenth day of August, 1876, at 12 o'clock noon of that day, by E. H. Ludlow & Co., Auctioneers, all and singular the franchises, rights, grants, contracts, and property in such order mentioned, due notice of such sale having been given as directed in and by said order.

And Whereas at the time and place mentioned in such advertisement of sale, the party of the first part as such Receiver duly attended, and sold at public auction, the contract and rights and grants, franchises hereinafter mentioned to Walter Osborne, Tilton E. Doolittle and Jared E. Redfield, Receivers of the Townsend Savings Bank of New Haven, Connecticut, for the sum of Seventy-five thousand dollars, that being the highest sum bidden therefor.

And Whereas the said purchasers have since such sale, by an instrument in writing duly assigned and transferred unto the party hereto of the second part all their right, title and interest in and to the said property and franchises and their interest in the said bid.

Now This Indenture, Witnesseth, That the party hereto of the first part in consideration of the premises and of the said sum of Seventy-five thousand dollars to him paid by the party hereto of the second part, the receipt of which is hereby acknowledged, hath bargained, sold, assigned and set over, and he hereby bargains, sells, assigns, and sets over to the said party of the second part, his executors, administrators and assigns all the interest of the said
7637 Union Gas Light Company, or the party of the first part, as its receiver, in and to a certain contract made by the said Union Gas Light Company with William Foster, Junior, and certain other grantees of a grant from the State of New York, known as and described in Chapter 944 of the Laws of this State, passed Jan. 12, 1871, which contract bears date the twenty-fifth day of February, 1874; and all the right, title and interest of the said Company or of the said party of the first part as its Receiver, in and to the State grant above referred to.

To Have and To Hold the same to the party of the second part, his executors, administrators and assigns to their own use forever.

In Witness Whereof the party of the first part has hereunto set his hand and seal the day and year first above written.

CHARLES E. W. APPLEBY, *Receiver.* [L. S.]

Sealed and delivered in presence of
M. A. POTTER. [L. S.]

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On this twenty-first day of August, 1876, before me personally appeared Charles Edgar Appleby to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

M. A. POTTER, [L. S.]
Notary Public, N. Y. Co.

7638 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 198.

ROBERT M. C. GRAHAM, TILTON E. DOOLITTLE AND OTHERS.

with

KNICKERBOCKER GAS LIGHT COMPANY.

AGREEMENT.

Dated December 11, 1876.

This Indenture, made this eleventh day of December, in the year one thousand eight hundred and seventy-six, between Robert
7639 M. C. Graham, of the City, County and State of New York, Tilton E. Doolittle, of New Haven, Connecticut, Jared E. Redfield, of Essex, Connecticut, John Sickels, of said City of New York, George Howes, of said City of New York, Walter Osborn, of New Haven, Connecticut and Henry H. Porter, of said City of New York of the first part, and the Knickerbocker Gas Light Company of the City of New York of the second part.

Whereas, by an Act of the Legislature of the State of New York, passed June 12, 1871, entitled "An Act authorizing the construction " of gas works and the manufacture and sale of gas for the purposes " of lighting a portion of the City of New York, and the streets, ave- " nues, squares and buildings therein, and to lay pipes for that pur- " pose," Isaac P. Martin, William Foster, Junior, and others therein named and their assigns were authorized and empowered at any time thereafter to manufacture, make and sell gas to be made of coal, oil, tar, peat, pitch, turpentine or other materials, to be used for the purpose of lighting all that portion of the City of New York lying north of the center line of Seventy-ninth Street, including all the Central Park in its entire width and length, and all streets, avenues, lanes,

alleys, squares and parks within the limits aforesaid and any buildings, manufactories or houses contained and situate within the said limits, and to lay pipes for the purpose of conducting the gas in any streets, avenues, lanes, alleys, squares and parks of said City and in the said Central Park and to adopt any other necessary means to furnish gas to any inhabitant in said portion of said City and to the said Central Park, together with and subject to certain other conditions, rights, privileges and immunities as by the said act will upon reference appear and the terms of which act are to be taken
7640 and considered as part of this instrument.

And Whereas, the parties of the first part by virtue of assignments from all the original grantees named in the said act of the Legislature or their assigns, are the owners as joint tenants of all and singular the franchises, rights, powers, immunities and authorities granted by the said Act of the Legislature.

And Whereas, the parties of the first part now, constitute the Executive Committee for the control and management of the business authorized to be done and carried on by the provisions of said act.

Now This Indenture Witnesseth, that the parties hereto of the first part in consideration of the sum of one dollar to them respectively paid, the receipt of which is hereby acknowledged, and of other good and valuable considerations do grant and assign unto the parties of the second part for and during the whole term of the corporate existence of the parties of the second part whether original or renewed or extended and for the whole term of the existence of any other corporation or association into which the parties of the second part may at any time become merged the right to do, exercise and perform as the agents and attorneys of the parties of the first part and their successors hereby irrevocably constituted all and every the rights, privileges, franchises and immunities given and granted or created by the said act of the Legislature or which may be given, granted or created by any Act amendatory or in addition to the said recited Act as fully and effectually and in as large and ample a manner as the parties of the first part as the assignees and holders of all the rights, franchises, privileges and immunities can or may exercise, use and enjoy the same.

And the parties of the first part for themselves and their
7641 successors covenant with the parties of the second part and their successors and assigns that they hold and will continue jointly and not severally to hold the rights, privileges, franchises and immunities granted by the said act of the Legislature or which may be granted by any other amendatory or additional act and that upon the death, or upon the resignation of either of the parties of the first part as a member of the Executive Committee provided for in the said act, or of any of their successors in said Committee, the surviving members of the Executive Committee for the time being will upon the request of the parties of the second part and their successors elect a new member of the Executive Committee in the place and stead of the member of such Committee so dying or resigning and such new member shall be vested with the rights and be subject to the duties and obligations of the member in whose place he shall be so elected, and this instrument shall operate as a transfer and assignment of

all the rights and interests of the person so dying or resigning to the person who may be appointed in his place as aforesaid, and further that they, the parties of the first part and their successors will not, except upon the written consent of the parties of the second part, their successors or assigns, transfer, part with or encumber any of the rights, franchises, privileges or immunities vested in them by the said act of the Legislature as the assignees of the grantees therein named or otherwise, or which may become vested in them by any amendatory or additional Act. And the parties of the first part for themselves and their successors further covenant with the parties of the second part, their successors and assigns, that they will at any time upon request of the parties of the second part and their successors grant and delegate to any other corporation or association the
7642 right as the agents and attorneys of such Executive Committee to manufacture, make and sell gas to be used for the purpose of lighting any portion of the City of New York within the territorial limits expressly described in the said recited Act of the Legislature, including Central Park, and to adopt any other necessary measures to furnish gas to any other inhabitant in any other portion of said City, subject to the limitations, restrictions and conditions, and with the benefit of the rights and privileges thereby granted.

And the parties of the first part for themselves and their successors further covenant to and with the parties of the second part, their successors and assigns that they will at any time hereafter upon the request of the parties of the second part their successors and assigns, make, do and execute all such further and other deeds and assurances which may be necessary or which may be required for the more effectually carrying out and executing of the grant, agreement and covenants on their parts herein contained.

This Indenture further witnesseth that the parties of the second part in consideration of the premises and of the sum of one dollar to them in hand paid, covenant with the parties of the first part and their successors, that they will at their own cost, charge and expense as the agents and attorneys of the parties of the first part and their successors, do, execute and perform all and every the work, labor and services contemplated in and by the said recited Act for the beneficial exercise of the rights and privileges thereby granted as fully as if they had been named the grantees in said Act and that they will protect and save harmless the parties of the first part and their successors from any and every liability, damages or injury in the premises.

But it is expressly understood that nothing herein con-
7643 tained shall be construed as an obligation to pay to the parties of the first part or their successors any sum of money whatever by way of compensation for their services in the exercise of their function as an Executive Committee as aforesaid or any sum of money whatever other than any damage which they may sustain by reason of the failure of the parties of the second part to protect and save them harmless in the premises.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals and the parties of the second part have

hereunto caused their Common Seal to be affixed the day and year first above written.

R. M. C. GRAHAM. [L. S.]
TILTON E. DOOLITTLE. [L. S.]
JARED E. REDFIELD. [L. S.]
JOHN SICKLES. [L. S.]
WALTER OSBORN. [L. S.]
H. H. PORTER. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

[L. S.] KNICKERBOCKER GAS LIGHT CO.,
By R. M. GRAHAM, *Prest.*

Attest:
JOHN SICKLES, *Sec'y.*

STATE OF NEW YORK, *City and County of New York, ss:*

On this eleventh day of December, in the year one thousand eight hundred and seventy-six, before me personally came Robert M. C. Graham, Tilton E. Doolittle, Jared E. Redfield, John Sickles,
7644 George Howes, Walter Osborn and Henry H. Porter, to me known to be the individuals described in and who executed the within instrument and severally acknowledged that they executed the same and on the twentieth day of December, in the year 1876, before me personally came Robert M. C. Graham, the President of the Knickerbocker Gas Light Company, with whom I am personally acquainted, who being by me duly sworn said that he resided in the City of New York; that he was the President of the Knickerbocker Gas Light Company, that he knew the corporate seal of said Company, that the seal affixed to the within instrument was such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as President of the said Company.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or
7645 acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 199.

CONSENT OF KNICKERBOCKER GAS LIGHT COMPANY.

Dated May 20, 1878.

The undersigned "Knickerbocker Gas Light Company" hereby consents that Robert M. C. Graham, Tilton E. Doolittle, Jared E. Redfield, Walter Osborn and Henry H. Porter, five of the assignees and owners by intermediate assignments from the original grantees of the charter, grant, franchise and authority granted by the State of New York by the Act of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, and squares and buildings therein and to lay pipes for that purpose," passed June 12, 1871, may sell, assign, transfer, and set over to William Bayard Cutting, Robert F. Cutting, M. Bayard Brown, O. P. C. Billings and William W. Moir, all of their said interests. This consent is given under the provisions of a certain agreement dated the eleventh day of December, 1876, between Robert M. C. Graham, Tilton E. Doolittle, Jared E. Redfield, John Sickels, George Howes, Walter Osborn and Henry H. Porter of the
7646 first part and the Knickerbocker Gas Light Company of the second part whereby said Company is created the agent and attorney of the said parties of the first part in said agreement named.

In Witness Whereof the said Knickerbocker Gas Light Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and Secretary this 20th day of May, A. D. 1878.

KNICKERBOCKER GAS LIGHT CO.,
[L. S.] By J. E. REDFIELD, *President.*

Attest:
JOHN SICKELS, *Sec'y.*

STATE OF NEW YORK,
City and County of New York, ss:

On this twentieth day of May in the year 1878, before me personally came Jared E. Redfield, the President of Knickerbocker Gas Light Company with whom I am personally acquainted, who being by me duly sworn said that he resided in Essex, Connecticut; that he knew the corporate seal of said Company; that the seal affixed to the above instrument was such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed his name thereto by the like order as President of said Company.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and
7647 also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 200.

RESIGNATION OF THE OUTGOING MEMBERS OF THE EXECUTIVE COMMITTEE.

Dated May 20th, 1878.

We, the subscribers, five of the members of the Executive Committee duly holding office under Section three of Chapter 944 of the Laws of 1871, do hereby release, relinquish, assign and set over to William Bayard Cutting, Robert F. Cutting, M. Bayard Brown, O. P. C. Billings and William W. Moir and their assigns all the rights, powers and control which we have acquired or can in any way exercise or have as such Executive Committee.

7648 In Witness Whereof we have hereunto set our hands and seals this twentieth day of May, 1878.

JARED E. REDFIELD. [L. S.]
TILTON E. DOOLITTLE. [L. S.]
R. M. C. GRAHAM. [L. S.]
WALTER OSBORN. [L. S.]
H. H. PORTER. [L. S.]

Signed, sealed and delivered in presence of
M. A. POTTER,
As to Redfield, Doolittle.
GRAHAM & OSBORN,
SAMUEL JOHNSON,
To H. H. P.

COMPLAINANT'S EXHIBIT 201.

WALTER OSBORN, TILTON E. DOOLITTLE, JARED REDFIELD TO KNICKERBOCKER GAS LIGHT COMPANY.

Dated May 20, 1878.

General Release.

To All to Whom These Presents Shall Come Or May Concern, Greeting:

Know ye, That we, Walter Osborn, Tilton E. Doolittle, and Jared E. Redfield, individually and as Receivers of the Townsend Savings Bank of New Haven, Connecticut, for and in consideration of the sum of One Dollar lawful money of the United States of America, to each of us in hand paid by Knickerbocker Gas Light Company the receipt of which is hereby acknowledged, have remised, re-
7649 leased, and forever discharged and by these presents do for ourselves, our heirs, executors, and administrators and our successor or successors, remise, release and forever discharge the said Knickerbocker Gas Light Company, its successor or successors, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatever in law or in equity, which against said Knickerbocker Gas Light Company we ever had, now have or which our heirs, executors, or administrators, successor or successors, hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, jointly and severally.

In Witness Whereof, we have hereunto set our hands and seals, the 20th day of May, in the year of our Lord one thousand eight hundred and seventy-eight.

WALTER OSBORN. [L. S.]
TILTON E. DOOLITTLE. [L. S.]
JARED E. REDFIELD. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

7650 COMPLAINANT'S EXHIBIT 202.

KNICKERBOCKER GAS LIGHT COMPANY TO WILLIAM BAYARD CUTTING AND OTHERS.

Consent to Transfer State Grant.

The undersigned "Knickerbocker Gas Light Company" hereby consents that William Bayard Cutting, Robert F. Cutting, M. Bayard Brown, O. P. C. Billings, William W. Moir, John Sickels and George Howes, the assignees and owners by intermediate assignments from the original grantees of the charter, grant, franchise and authority granted by the State of New York by the Act of its Legislature entitled:

"An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of enlighting a portion of the City of New York and the streets, avenues and squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, may sell, assign and transfer and set over to O. Ortendorfer, H. E. Gawtry, Henry Day, Phillip Allen, Charles G. Francklyn, Peter Gardner, L. C. Thompson, all of their said interests.

This consent is given under the provisions of a certain agreement, dated the eleventh day of December, 1876, between Robert M. C. Graham, Tilton E. Doolittle, Jared E. Redfield, John Sickels, George Howes, Walter Osborn and Henry H. Porter, of the first part, and the Knickerbocker Gas Light Company, of the second part, whereby said company is created the agent and attorney of the said party of the first part in said agreement named.

In Witness Whereof, the said Knickerbocker Gas Light Company has caused its corporate seal to be hereunto affixed and these
7651 presents to be signed by its President and Secretary this 11th day of March, one thousand eight hundred and eighty.

KNICKERBOCKER GAS LIGHT COMPANY,
By WM. A. STEPHENS, *President.*
JOHN SICKELS, *Secretary.*

In the presence of
DANIEL P. MAHONY.
[L. S.]

Attest:
JOHN SICKELS, *Sec'y.*

STATE OF NEW YORK, *City and County of New York, ss:*

On this eleventh day of March, one thousand eight hundred and eighty, before me personally came William A. Stephens and John Sickels, respectively the President and Secretary of the Knickerbocker Gas Light Company, with whom I am personally acquainted, who, being by me severally duly sworn, each for himself, said, that he resided in the City of New York; that he, William A. Stephens,

was the President, and he, John Sickels, was the Secretary of the Knickerbocker Gas Light Company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the board of directors of the said company, and that he, William A. Stephens, signed his name thereto as President of said company, and he, John Sickels, signed his name thereto as Secretary by like order.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

7652 The foregoing agreement is subsequent and subject to two certain Indentures of Mortgages made by said Knickerbocker Gas Light Company, one dated July 16th, 1878, to secure the payment of the sum of $750,000, and the other dated March 11th, 1880, to secure the payment of the sum of $450,000.

Dated New York, March 11th, 1880.

KNICKERBOCKER GAS LIGHT COMPANY,
WM. A. STEPHENS, *President.*
JOHN SICKELS, *Secretary.*

In the presence of
DANIEL P. MAHONY.
[L. S.]

Attest:
JOHN SICKELS, *Sec'y.*

CITY AND COUNTY OF NEW YORK, *ss:*

On this 11th day of March, A. D. 1880, before me personally came William A. Stephens and John Sickels, respectively the President and Secretary of the Knickerbocker Gas Light Company, with whom I am personally acquainted, who, being by me severally duly sworn, each for himself, said that he resided in the City of New York, that he, William A. Stephens, was the President, and he, John Sickels, was the Secretary of the Knickerbocker Gas Light Company; that he knew the corporate seal of said company, that the seal affixed to the foregoing condition was such corporate seal, and that it was so affixed by order of the Board of Directors of the said company, and that he, William A. Stephens, signed the
7653 name of said corporation thereto, and his own name as President thereof, and he, John Sickels, signed his name thereto as Secretary by like order.

[L. S.]

DANIEL MAHONY,
Notary Public, N. Y. Co.

COMPLAINANT'S EXHIBIT 203.

JARED E. REDFIELD TO WILLIAM W. MOIR.

Dated May 20, 1878.

For a good, full and valuable consideration to me, Jared E. Redfield, the subscriber, paid, the receipt of which is hereby confessed and acknoweldged, I agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto William W. Moir, of New York City, all my joint and several rights, titles and interests as owner by intermediate assignments from George H. Wicks, John E. Cronly, John C. Angell, Edward J. Shandley, Joseph G. Jennings and Henry Johnson, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled "An Act to authorize the construction of gas works and for the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets and avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed, and to lay pipes for the purpose of conducting
7654 the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said William W. Moir, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 20th day of May, 1878.

JARED E. REDFIELD. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

STATE OF NEW YORK, *City and County of New York, ss:*

On this twentieth day of May, A. D. 1878, before me personally came Jared E. Redfield, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

7655 STATE OF NEW YORK,
City and County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that M. A. Potter, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And, further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 204.

TILTON E. DOOLITTLE TO OLIVER P. C. BILLINGS.

Dated May 20, 1878.

For a good, full and valuable consideration to me, Tilton E. Doolittle, the subscriber, paid, the receipt of which is hereby confessed and acknowledged. I agree to relinquish, sell and assign and transfer and do hereby relinquish, sell and assign and transfer unto Oliver P. C. Billings of New York all my joint and several rights, title and interest as owner by intermediate assign-
7656 ments from Andrew J. Smith, Henry A. Smith, Richard H. Vaughn, Joseph Bell, Delavan Peck and John J. Walsh, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues and squares therein and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof with the appurtenances unto the said Oliver P. C. Billings as aforesaid with

like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof I have hereunto set my hand and seal this 20th day of May, A. D. 1878.

TILTON E. DOOLITTLE. [L. S.]

Sealed and delivered in the presence of
M. A. POTTER.

7657 STATE OF NEW YORK,
City and County of New York, ss:

On this twentieth day of May, A. D. 1878, before me personally came Tilton E. Doolittle, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK,
City and County of New York, ss:

I, Peter J. Dooling, the Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7658 COMPLAINANT'S EXHIBIT 205.

ROBERT M. C. GRAHAM TO M. BAYARD BROWN.

Dated May 20, 1878.

For a good, full and valuable consideration to me, Robert M. C. Graham, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer unto M. Bayard Brown, of Bergen County, New Jersey, all my joint and several rights, title and interest as owner by assignment from William Foster, Jr., and by intermediate assignments from Isaac P.

Martin, William P. Smith, Edward Jones, Shepherd Knapp and William R. Dyer, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and contract of its Legislature entitled "An Act to authorize the construction of gas works and the manufacture of gas for the purpose of lighting a portion of the City of New York, and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain prescribed limits of the City of New York, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the said City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with
7659 the appurtenances, unto the said M. Bayard Brown as aforesaid with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this twentieth day of May, A. D. 1878.

R. M. C. GRAHAM. [L. S.]

Sealed and Delivered in the presence of
M. A. POTTER.

STATE OF NEW YORK,
City and County of New York, ss:

On this twentieth day of May, A. D. 1878, before me personally came Robert M. C. Graham, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

M. A. POTTER,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that M. A. Potter, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of
7660 taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that, I am well acquainted with the handwriting of such

Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31 day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 206.

HENRY H. PORTER TO ROBERT F. CUTTING.

Dated May, 1878.

For a good, full and valuable consideration to me, Henry H. Porter, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby relinquish, sell, assign and transfer unto Robert F. Cutting, of Bergen, N. J., all my joint and several rights, title and interest as owner by intermediate assignments from John Cox, John J. Turner, Edgar Brower, Charles E. Loew and Mathew T. Brenan, being certain of the original grantees in and to the charter grant franchise and authority granted by the State of New York by the Act and contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees
7661 named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make, and sell gas within certain limits of the City of New York therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the said City and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof with the appurtenances unto the said Robert F. Cutting as aforesaid with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interest hereby granted and assigned were derived as aforesaid.

In Witness Whereof I have hereunto set my hand and seal this eighteenth day of May, A. D. 1878..

H. H. PORTER. [L. S.]

Sealed and delivered in the presence of

SAMUEL JENNISON.

COMMONWEALTH OF MASSACHUSETTS,
County of Suffolk, City of Boston:

I, Samuel Jennison, a Commissioner for the State of New York, residing in Boston, in the County of Suffolk, and Commonwealth of Massachusetts, do certify that on this eighteenth day of May, A. D. 1878, in said Boston, personally appeared before me Henry
7662 H. Porter, personally known to me to be the individual described in and who has executed the foregoing instrument and acknowledged that he executed the same.

In Witness Whereof, I have hereunto set my hand and official seal at Boston this 18th day of May, A. D. 1878.

[L. S.] SAMUEL JENNISON,
A Commissioner for the State of New York.

STATE OF NEW YORK, *Office of the Secretary of State:*

I hereby certify that Samuel Jennison of Boston, County of Suffolk, and State of Massachusetts, was at the time of taking the proof and acknowledgment mentioned in his annexed certificate, a Commissioner for the State of New York, to take the proof and acknowledgment of deeds and other instruments to be used or recorded in this State, and to administer oaths and affirmations; and that such Commissioner was at the time aforesaid, duly authorized to take the same; and that I have compared the signature of the said Commissioner to the certificate subjoined to the annexed instrument with the signature of such Commissioner deposited in this office, and have also compared the impression of the seal affixed to such certificate with the impression of the seal of such Commissioner, deposited in this office, and I verily believe the signature and impression of the seal to the said certificate to be genuine.

Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this fourth day of August in the year the one thousand nine hundred and six.

[L. S.] FRANK D. COLE,
Deputy Secretary of State.

7663 COMPLAINANT'S EXHIBIT 207.

WALTER OSBORN TO WM. BAYARD CUTTING.

Dated May 20, 1878.

For a good, full and valuable consideration to me, Walter Osborn, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer unto Wm. Bayard Cutting, of Bergen County, State of New Jersey, all my joint and several rights, title and interest as assignee of William Foster, Jr., James M. Townsend, Eben F. Bacon, Charles E. Appleby, Henry H. Porter and Samuel J. Young, the survivors of Paschal W. Turney, deceased, and of which said Paschal W. Turney was

owner by intermediate assignments from Thomas Y. Avery, John Balmore, James S. Turner, William Johnston, Henry S. Murray and Peter H. E. Baxter, Jr., being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the act and contract of its Legislature, entitled "An Act to authorize the construction of gas works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets, avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12th, 1871, whereby the said grantees named in the first section of the said act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits of the City of New York therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the said City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and im-
7664 munities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said Wm. Bayard Cutting as aforesaid with like force and effect as if he had been named as the grantee in the said first section of said act in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this twentieth day of May, A. D. 1878.

WALTER OSBORN. [L. S.]

Sealed and Delivered in the presence of
M. A. POTTER.

COMPLAINANT'S EXHIBIT 208.

WILLIAM W. MOIR TO CHARLES G. FRANCKLYN.

Dated March 8, 1880.

For a good, full and valuable consideration to me, William W. Moir, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer unto Charles G. Francklyn, all my joint and several rights, titles and interest as owner by intermediate assignments from George H. Wicks, John E. Cronly, John C. Angell, Edward J. Shandley, Joseph G. Jennings and Henry Johnson, being certain of the original grantees in and to the charter, grant, franchise and authority granted
7665 by the State of New York by the Act and Contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose

of lighting a portion of the City of New York and the Streets and Avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said Charles G. Francklyn, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 8th day of March, 1880.

WILLIAM W. MOIR. [L. S.]

Sealed and Delivered in presence of
DANIEL P. MAHONY.

7666 STATE OF NEW YORK,
City and County of New York, ss:

On this 8th day of March, A. D. 1880, before me personally came William W. Moir, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Daniel P. Mahony, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7667 COMPLAINANT'S EXHIBIT 209.

OLIVER P. C. BILLINGS TO PHILIP ALLEN.

Dated March 8, 1880.

For a good full and valuable consideration to me, Oliver P. C. Billings, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby relinquish, sell, assign and transfer unto Philip Allen, all my joint and several rights, titles and interest as owner by intermediate assignments from Andrew J. Smith, Henry A. Smith, Richard H. Vaughn, Joseph Bell, Delavan Peck and John J. Walsh, being certain of the original grantees in and to the charter grant franchise and authority granted by the State of New York by the Act and Contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the Streets and Avenues, Squares and Buildings therein and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed and to lay pipes for the purpose of conducting the gas in certain Streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits together with and subject to certain other conditions, rights, privileges and immunities for the full and particular certification of which the said Act of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof with the appurtenances unto the said Philip Allen as aforesaid with
7668 like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of March, 1880.

OLIVER P. C. BILLINGS. [L. S.]

Sealed and delivered in presence of
DANIEL P. MAHONY.

STATE OF NEW YORK, *City and County of New York, ss:*

On this 9th day of March, A. D. 1880, before me personally came Oliver P. C. Billings, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that Daniel P. Mahony, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same.
7669 And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 210.

M. BAYARD BROWN TO HENRY DAY.

Dated March 11, 1880.

For a good, full and valuable consideration to me, M. Bayard Brown, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer, unto Henry Day all my joint and several rights, titles and interests as owner by assignment from William Foster, Jr., and by intermediate assignments from Isaac P. Martin, William P. Smith, Edward Jones, Shepherd F. Knapp and William R. Dyer, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the act and contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets and avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufac-
7670 ture, make and sell gas within certain limits therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said Henry Day, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act in the place and stead of the said original grantees

from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 11th day of March, 1880.

M. BAYARD BROWN. [L. S.]

Sealed and Delivered in presence of
DANIEL P. MAHONY.

STATE OF NEW YORK, *City and County of New York, ss:*

On this 11th day of March, A. D. 1880, before me personally came M. Bayard Brown, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

7671 STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Daniel P. Mahony, whose name is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Commissioner, and verily believe that the signature to the said Certificate of Proof or Acknowledgment is genuine.

In Testimony Whereof I have hereunto set my hand, and affixed the Seal of the said Court and County, the 31 day of July 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 211.

ROBERT F. CUTTING TO H. E. GAWTRY.

Dated March 11, 1880.

For a good, full and valuable consideration to me, Robert F. Cutting, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer, unto H. E. Gawtry all my joint and several rights, titles and interest as
7672 owner by intermediate assignments from John Cox, John J. Turner, Edgar Brower, Charles E. Loew and Mathew T. Brennan, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and Contract of its Legislature, entitled "An Act to authorize the construction of gas works, and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the

streets and avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other means necessary to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said H. E. Gawtry, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 11th day of March, 1880.

R. FULTON CUTTING. [L. S.]

Sealed and Delivered in presence of
DANIEL P. MAHONY.

7673 STATE OF NEW YORK, *City and County of New York, ss:*

On this 11th day of March, A. D. 1880, before me personally came Robert F. Cutting, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

STATE OF NEW YORK, *County of New York, ss:*

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for said County, the same being a Court of Record, do hereby certify that Daniel P. Mahony, whose name is subscribed to the Certificate of Proof or Acknowledgment of the annexed instrument, and thereon written was, at the time of taking such proof or acknowledgment a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same, and further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature of the said certificate of proof and acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

7674 COMPLAINANT'S EXHIBIT 212.

WILLIAM BAYARD CUTTING TO O. OTTENDORFER.

Dated March 11, 1880.

For a good, full and valuable consideration to me, William Bayard Cutting, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer and do hereby relinquish, sell, assign and transfer unto O. Ottendorfer all my joint and several rights, titles and interest as assignee of William Foster, Jr., James M. Townsend, Eben F. Bacon, Charles E. Appleby, Henry H. Porter and Samuel J. Young, the survivors of Paschal W. Turney, deceased, and of which said Paschal W. Turney was owner by intermediate assignments from Thomas Y. Avery, John Balmore, James S. Turner, William Johnson, and Peter H. E. Baxter, Jr., being certain of the original grantees in and to the charter grant franchise and authority granted by the State of New York by the Act and Contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the Streets and Avenues, Squares and Buildings therein and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act and their assigns are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the city, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits together with and subject to certain other conditions, rights, privileges and immunities for
the full and particular certification of which the said Act
7675 of the Legislature is particularly referred to and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof with the appurtenances unto the said O. Ottendorfer, as aforesaid with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof I have hereunto set my hand and seal this 11th day of March, 1880.

W. BAYARD CUTTING. [L. S.]

Sealed and delivered in presence of
DANIEL P. MAHONY.

STATE OF NEW YORK,
City and County of New York, ss:

On this 11th day of March, A. D. 1880, before me personally came William Bayard Cutting, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Daniel P. Mahony, whose name is subscribed to the Certificate of the proof or acknowl-
7676 edgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 213.

GEORGE HOWES TO S. C. THOMPSON.

Dated March 11, 1880.

For a good, full and valuable consideration to me, George Howes, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer, unto S. C. Thompson all my joint and several rights, titles and interest as owner by intermediate assignments from William Vail, William H. Murphy, Patrick Quinn, George Chivis, John H. Johnston and William Higgins, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and Contract of its Legislature, entitled "An Act to authorize the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets and avenues, squares and buildings therein, and to
7677 lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said S. C. Thompson, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original

grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

In Witness Whereof, I have hereunto set my hand and seal this 11th day of March, 1880.

GEO. HOWES. [L. S.]

Sealed and Delivered in presence of
DANIEL P. MAHONY.

STATE OF NEW YORK,
City and County of New York, ss:

On this 11th day of March, A. D. 1880, before me personally came George Howes, to me known to be the individual described in
7678 and who executed the foregoing instrument, and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Daniel P. Mahony, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 214.

JOHN SICKELS TO PETER GARDNER.

Dated March 10, 1880.

For a good, full and valuable consideration to me, John
7679 Sickels, the subscriber, paid, the receipt of which is hereby confessed and acknowledged, I agree to relinquish, sell, assign and transfer, and do hereby relinquish, sell, assign and transfer, unto Peter Gardner all my joint and several rights, titles and interest as owner by intermediate assignments from Edward Taylor, Joseph Murphy, Walter Smith, Joel A. Fithian and William H. Bloom, being certain of the original grantees in and to the charter, grant, franchise and authority granted by the State of New York by the Act and Contract of its Legislature, entitled "An Act to authorize

the construction of gas works and the manufacture and sale of gas for the purpose of lighting a portion of the City of New York and the streets and avenues, squares and buildings therein, and to lay pipes for that purpose," passed June 12, 1871, whereby the said grantees named in the first section of the said Act, and their assigns, are authorized and empowered to manufacture, make and sell gas within certain limits therein prescribed, and to lay pipes for the purpose of conducting the gas in certain streets and other portions of the City, and to adopt any other necessary means to furnish gas to inhabitants within the said prescribed limits, together with and subject to certain other conditions, rights, privileges and immunities, for the full and particular certification of which the said Act of the Legislature is particularly referred to, and its terms considered as a part of this instrument.

To have and to hold the same and every part thereof, with the appurtenances, unto the said Peter Gardner, as aforesaid, with like force and effect as if he had been named as the grantee in the said first section of said Act, in the place and stead of the said original grantees from whom the rights, titles and interests hereby granted and assigned were derived as aforesaid.

7680 In Witness Whereof, I have hereunto set my hand and seal this 10th day of March, 1880.

JOHN SICKELS. [L. S.]

Sealed and Delivered in presence of
DANIEL P. MAHONY.

STATE OF NEW YORK,
City and County of New York, ss:

On this 10th day of March, A. D. 1880, before me personally came John Sickels, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

DANIEL P. MAHONY,
Notary Public, N. Y. Co.

STATE OF NEW YORK,
County of New York, ss:

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Daniel P. Mahony, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and
7681 affixed the seal of the said Court and County, the 31st day of July, 1906.

[L. S.] PETER J. DOOLING, *Clerk.*

COMPLAINANT'S EXHIBIT 215.

RESIGNATION OF EXECUTIVE COMMITTEE UNDER STATE GRANT.

Dated March 11, 1880.

We, the subscribers, the members of the Executive Committee, duly holding office under Section three of Chapter 944 of the Laws of 1871, do hereby release, relinquish, assign and set over to O. Ottendorfer, H. E. Gawtry, Henry Day, Philip Allen, Charles G. Francklyn, Peter Gardner, S. C. Thompson and their assigns, all the rights, powers and control which we have acquired or can in any way exercise, or have as such Executive Committee.

In Witness Whereof we have hereunto set our hands and seals this 11th day of March, 1880.

W. BAYARD CUTTING. [L. S.]
M. BAYARD BROWN. [L. S.]
R. F. CUTTING. [L. S.]
WILLIAM W. MOIR. [L. S.]
OLIVER P. C. BILLINGS. [L. S.]
JOHN SICKELS. [L. S.]
GEO. HOWES. [L. S.]

Signed, sealed and delivered in the presence of
DANIEL P. MAHONY,

As to Wm. W. Moir, Oliver P. C. Billings, John Sickels, W. Bayard Cutting, M. Bayard Brown, R. Fulton Cutting and Geo. Howes.

7682 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, John A. Shields, Clerk of the Circuit Court of the United States of America, for the Southern District of New York, in the Second Circuit, do hereby Certify that the foregoing pages, Volume I, Exhibits numbered from 6957 to 7681 inclusive, contain a true and complete transcript of the record and proceedings had in said Court, in the cause entitled Consolidated Gas Company, Complainant-Appellee, against Julius M. Mayer, as Attorney General, *et al.*, Defendants-Appellants, as the same remain of record and on file in my office. (Vol. I, Exhibits.)

In Testimony Whereof, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, in the Second Circuit, this 15th day of May, in the year of our Lord One Thousand Nine Hundred and eight and of the Independence of the said United States the One Hundred and thirty-second:

[Seal of U. S. Circuit Court, South. Dist. New York.]

JNO. A. SHIELDS, *Clerk.*

[Endorsed:] United States Circuit Court of Appeals for the Second Circuit. —— —— *vs.* —— ——. Transcript of Record from the Circuit Court of the United States for the Southern District of New York.

7682*a* Circuit Court of the United States, Southern District of New York.

CONSOLIDATED GAS COMPANY OF NEW YORK, *Complainant,*

vs.

JULIUS M. MAYER, as Attorney General of the State of New York, *et al., Defendants.*

Before Arthur H. Masten, Esq., Special Master.

EXHIBITS.

VOLUME II.

7682*b* EXHIBITS.

VOLUME II.

STATE'S EXHIBIT N.
(Marked for Identification.)
STATE'S EXHIBIT O.
Sept. 4, 1906.

NATIONAL COKE AND COAL COMPANY.
SUMMARY OF OPERATIONS YEAR 1905.

COKE:

69,645.71	Loads @	$3.08.642	$214,956.11
11,338.50	"	3.00	34,015.50
16,203	"	2.75	44,558.25
2,883	"	2.65	7,639.95
100	"	2.55	255.00
3,927	"	2.50	9,817.50
7,970	"	2.40	19,128.00
2,908	"	2.25	6,543.00
114,975.21	"		$336,913.31

SCREENINGS:

22,536.77	Loads @	$1.75.011	$39,441.82
4,276	"	1.60	6,841.60
249	"	.75	186.75
2,801.50	"	1.40	3,922.10
510	"	1.45	739.50
163	"	1.70	277.10
30,536.27	"		$51,408.87

7683 TOTAL COKE AND SCREENINGS:

145,511.48 Loads—(as above)					$388,322.18 —			$388.322.18
COKE PURCHASED:					Loads.	Lbs.		
Consolidated Gas Co.	Jan. 1 to Oct. 12	1905 =	75,222	695 @ 2.20	= $165,489.40			
"	Oct. 13 " Dec. 31	"	20,737	1120 2.45	50,807.49			
"	Jan. 1 " May 31	"	19,015	— 2.075	39,456.15			
			114,975	315	$255,753.04			
SCREENINGS PURCHASED:								
Consolidated Gas Co.	Jan. 1 to Dec. 31	1905 =	24,084	550 @ .95	= $22,823.07			
"	Sep. 11 " "	"	6,127	— 1.05	6,433.35			
"	Jan. 1 " "	"	249	— .75	186.75			
			30,460	550	$29,443.17			
Difference in price	220 Loads @ 1.05	— 231.00						
"	220 " .95	— 209.00						
	220 " .10	— *22.00*			*22.00*			
			Loads.	Lbs.	$29,421.17			
			145,435	865 —	$285,174.21			
Repurchased from New Amsterdam Co.			136		217.60			
								285,391.81
Gross Earnings								102,930.37

7684 OPERATING EXPENSES:

Expense	
Advertising	$13,830.10
Stablemen	111.25
Drivers	5,333.72
Horses Hired	50,345.28
Feed &c. used	1,815.75
Cartage	13,870.61
Repairs to Wagons & Harness	*13,234.42*
do Tools and Implements	5,770.22
do Buildings	93.46
Shoes, Medicines, Incidentals, Stable Sundries	359.41
	2,124.80
	272.74
Rent	845.26
Taxes	1,800.00
Legal Expenses	187.50
Interest	17.95
Insurance	*17.48*
Bad & Doubtful Debts	2,035.63
Commissions	668.05
Claims for Damages	806.31
Depreciation	269.05
	5,028.85
	92,334.04
Net Earnings	10,596.33
Dividend Paid	5,000.00
Surplus	$5,596.33

NOTE.—Figures in *Italics* in red ink in original.

STATE'S EXHIBIT P.

Sept. 4, 1906.

COKE PRODUCED, USED IN MANUFACTURE AND PRODUCED FOR SALE.

All Stations—Consolidated Co.—Year 1905.

1905.	Produced.	Used retorts.	Used boilers.	Total used.	Produced for sale.
January	24,929	6,058	1,321	7,379	17,550
February	22,406	5,922	1,140	7,062	15,344
March	23,048	5,609	1,141	6,750	16,298
April	20,319	3,782	1,075	4,857	15,462
May	18,322	3,825	867	4,692	13,630
June	17,266	3,162	949	4,111	13,155
July	16,201	3,147	942	4,089	12,112
August	16,411	3,084	954	4,038	12,373
September	16,408	2,802	934	3,736	12,672
October	17,721	3,330	964	4,294	13,427
November	17,918	4,310	1,077	5,387	12,531
December	18,333	4,799	1,016	5,815	12,518
	229,282	49,830	12,380	62,210	167,072

CONSOLIDATED GAS CO. OF NEW YORK.

7686 COKE PRODUCED, USED IN MANUFACTURE AND PRODUCED FOR SALE.

14th Street Station—Year 1905.

1905.	Produced.	Used retorts.	Used boilers.	Total used.	Produced for sale.
January	13,571	3,865	612	4,477	9,094
February	12,156	3,532	543	4,075	8,081
March	11,893	3,302	572	3,874	8,019
April	10,931	2,242	561	2,803	8,128
May	10,083	2,566	461	3,027	7,056
June	9,478	2,203	563	2,766	6,712
July	8,523	2,005	561	2,566	5,957
August	8,648	2,341	579	2,920	5,728
September	8,927	2,561	557	3,118	5,809
October	9,781	2,825	584	3,409	6,372
November	9,825	3,088	602	3,690	6,135
December	2,957	3,112	501	3,613	6,344
	123,773	33,642	6,696	40,338	83,435

STATE'S EXHIBIT Q.
September 4, 1906.

BALANCE SHEET—DECEMBER 31st, 1903.

Folio.	DEBITS: ACCOUNTS.			Totals.
	PLANT, PROPERTY AND CONSTRUCTION:			
1	Real Estate	11,162,712.51		
3	" M	50,588.65	11,213.301.16	
	Plant	15,318,197.68		
30	Tanks & Holders, 21 & Ave. A	127,957.96		
31	Foundations, "	44,858.53		
32	Damages, "	36,535.01	15,527,549.18	
70	Street Mains—Manhattan	7,440,094.05		
75	" Bronx	47,450.37	7,487,544.42	
77	Scows	22,017.95		
81	Pipe and Specials	95,155.00		
89	Meters	2,755,410.07		
93	Meter Cocks and Connect'ns	310,734.26		
98	Services	1,236,544.76		
107	Office Furniture and Fixtures	25,359.91		
108	Franchises and Rights	7,781,000.00		
110	Horses, Wagons & Harness	22,557.13		
114	Tools & Implements	48,975.25		
120	Gas Stoves on hand	35,747.89		
125	Gas Stoves Rented	224,380.99		
129	Gas Stoves Loaned	2,843.41	12.560,726.62	
				46,789.121.38

			11,218,301.16	
	Plant	15,318,197.68		
30	Tanks & Holders, 21 & Ave. A	127,957.96		
31	Foundations, "	44,858.53		
32	Damages, "	36,535.01		
			15,527,549.18	
70	Street Mains—Manhattan	7,440,094.05		
75	" Bronx	47,450.37		
			7,487,544.42	
77	Scows	22,017.95		
81	Pipe and Specials	95,155.00		
89	Meters	2,755,410.07		
93	Meter Cocks and Connect'ns	310,734.26		
98	Services	1,236,544.76		
107	Office Furniture and Fixtures	25,359.91		
108	Franchises and Rights	7,781,000.00		
110	Horses, Wagons & Harness	22,557.13		
114	Tools & Implements	48,975.25		
120	Gas Stoves on hand	35,747.89		
125	Gas Stoves Rented	224,380.99		
129	Gas Stoves Loaned	2,843.41		
			12,560,726.62	
				46,789,121.38
	ACCOUNTS RECEIVABLE:			
141	Sundry Consumers		982,488.94	
147	Sundry Debtors		459,653.47	
149	Installment Stove Sales		3,464.00	
151	Accounts Receivable—Branches		12,788.35	
152	East River Gas Co.		55,278.60	
153	New York Edison Co.		100,000.00	
				1,613,673.36
	CASH AND SECURITIES:			
158	Cash—in banks and on hand		2,271,616.50	
159	" in offices and stations		19,150.00	
161	Securities, Stocks and Bonds		52,703,814.47	
163	National City Bank		41,282.50	
165	Employees Fund Investment		19,619.58	
				55,055,483.05
	MISCELLANEOUS ACCOUNTS:			
166	Metropolitan Fund		500.00	
168	Brush Co.—Accrued Interest		13,750.00	
170	United Co. " "		731,470.84	
186	Material and Supplies		126,123.36	
191	Insurance Fund		48,828.61	
469	General Suspense		54,136.52	
513	Scowing		2,131.06	
				976,960 39
	GAS MAKING MATERIAL:			
194	Coal		490,321.52	
202	Coke		51,050.07	
208	Fuel Oil		743.74	
211	Naphtha		244.43	
213	Gas Oil		35,535.36	
215	Lime		813.95	
217	Iron Mass		551.09	
222	Sundry Supplies		928.79	
				580,188.95
	GENERAL ACCOUNTS:			
410	Special Interest Account		355,681.12	
414	Fire in Office Building		6,466.28	
				362.147.46
				$105,377,574.53

CREDITS:

SINKING FUND BONDS:

PAGE BOUND VERTICAL IN BOOK

161	Securities, Stocks and Bonds	52,703,814.47	
163	National City Bank	41,282.50	
165	Employees Fund Investment	19,619.58	
			55,055,483.05
	Miscellaneous Accounts:		
166	Metropolitan Fund	500.00	
168	Brush Co.—Accrued Interest	13,750.00	
170	United Co. " "	731,470.84	
186	Material and Supplies	126,123.36	
191	Insurance Fund	48,828.61	
469	General Suspense	54,136.52	
513	Scowing	2,151.06	
			976,960 39
	Gas Making Material:		
194	Coal	490,321.52	
202	Coke	51,050.07	
208	Fuel Oil	743.74	
211	Naphtha	244.43	
213	Gas Oil	35,535.36	
215	Lime	813.95	
217	Iron Mass	551.09	
222	Sundry Supplies	928.79	
			580,188.95
	General Accounts:		
410	Special Interest Account	355,681.12	
414	Fire in Office Building	6,466.28	
			362.147.46
			$105,377,574.53
	Credits:		
	Stock and Bonds:		
426	Capital Stock	80,000,000.00	
428	Metropolitan Bonds	500.00	
432	Debenture Bonds	1,450,000.00	
437	Bonds and Mortgages	15,000.00	
			$1,465,500.00
	Accounts and Bills Payable:		
441	Bond Interest Accrued	12,083.33	
451	Dividends not called for	41,282.50	
453	Consumers Deposits	721,270.46	
459	Sundry Creditors	1,023,343.60	
465	Employees' Aid Society	19,619.58	
469	General Suspense	.....	
472	Accrued Taxes	1,615,109.87	
476	Bills Payable	900,000.00	
479	Bills Payable, Interest Accrued	2,719.38	
480	National City Bank Loan	275,000.00	
			4,610,428.72
	Miscellaneous Accounts:		
485	Insurance Fund	286,809.84	
489	Gas Stove Rent Suspense	11,782.49	
490	Bond Premium	34,793.76	
491	Capital Stock Premiums	14,322,217.95	
492	Special Suspense	5,000.00	
495	N. Y. Gas & E. L. H. & P. Co	350,000.00	
190	Rapid Transit Tunnel	890.52	
			15,011,494.56
	General Accounts:		
532	General Profit and Loss	4,290,151.25	
			4,290,151.25
			$105,377,574.53

STATE'S EXHIBIT R.
September 4, 1906.

BALANCE SHEETS—DECEMBER 31st, 1904.

DEBITS:

Folio	ACCOUNTS.			Totals
	PLANT, PROPERTY AND CONSTRUCTION:			
1	Real Estate	11,232,407.17		
3	" M	50,588.65		
			11,282,995.82	
24	Plant	15,563,699.64		
30	Tank & Holder—Ave A & 21 St	127,957.96		
31	Foundations	44,858.53		
32	Damages	36,535.01		
33	Damages etc.—44 Street	1,378.87		
			15,776,430.01	
70	Street Mains—Manhattan	7,692,317.81		
75	" Bronx	47,450.37		
77	Scows	19,816.15		
81	Pipe and Specials	104,642.26		
89	Meters	2,831,674.54		
94	Meter Cocks and Connections	295,492.54		
98	Services	1,221,831.83		
107	Office Furniture & Fixtures	33,473.92		
108	Franchises and Rights	7,781,000.00		
110	Horses, Wagons and Harness	23,632.03		
114	Tools and Implements	49,622.84		
120	Gas Stoves on hand	26,240.69		
125	Gas Stoves Rented	212,729.36		
129	Gas Stoves Loaned	3,267.36		
			20,343,19	
				47,402,617.53
	ACCOUNTS RECEIVABLE:			
141	Sundry Consumers	1,301,481.45		
147	Sundry Debtors	594 603.30		
149	Installment Stove Sales	2,129,00		
151	Accounts Receivable—Branches	7,299.48		
152	East River Gas Co	496,511,11		
153	N. Y. Edison Co	3,000,000.00		
154	Interest Accrued City of N. Y	17,500.00		
155	" " N. Y. Edison Co	41,124.99		
156	" " Special 2	62,599.44		
				5,523,248.77
	CASH AND SECURITIES:			
158	Cash—in banks and on hand		1,301,889.22	
159	" —in offices and stations		20,800.00	
161	Securities, Stocks and Bonds		55,938,648.17	
163	National City Bank		54,384.00	
165	Employees Fund Investment		19,619.58	
166	Metropolitan Bonds		500.00	
167	U. S. Government 2s		8,008,000.00	
167	City of N. Y. Stock		3,087,500.00	
				68,431,340.97
	MISCELLANEOUS ACCOUNTS:			
168	Brush Co.—Accrued Interest		27,500.00	
171	United Co.— " "		842,166.68	
186	Material and Supplies		117,201.66	
188	Insurance Trustees		36,408.15	
191	Insurance Fund		48,828.61	
469	General Suspense		[illegible]	

163	National City Bank	[illegible]	
165	Employees Fund Investment	54,384.00	
166	Metropolitan Bonds	19,619.58	
167	U. S. Government 2%	500.00	
167	City of N. Y. Stock	8,008,000.00	
		3,087,500.00	
			68,431,340.97
	MISCELLANEOUS ACCOUNTS:		
168	Brush Co.—Accrued Interest	27,500.00	
171	United Co.— " "	842,166.68	
186	Material and Supplies	117,201.66	
188	Insurance Trustees	36,408.15	
191	Insurance Fund	48,828.61	
469	General Suspense	735,579.81	
			1,907,684.91
	GAS MAKING MATERIAL:		
195	Coal	458,186.77	
202	Coke	47,193.99	
208	Fuel Oil	198.04	
211	Naptha	244.43	
213	Gas Oil	28,208.42	
215	Lime	919.93	
217	Iron Mass	812.38	
222	Sundry Supplies	739.57	
			536,503.53
	GENERAL ACCOUNTS:		
513	Scowing	778.35	
			778.35
			$123,702,174.06
	CREDITS:		
	STOCK AND BONDS.		
426	Capital Stock	80,000,000.00	
428	Metropolitan Bonds	500.00	
432	Debenture Bonds	1,394,000.00	
437	Bonds and Mortgages	15,000.00	
438	Convertible Debentures	19,857,600.00	
			101,267,100.00
	ACCOUNTS AND BILLS PAYABLE:		
441	Bond Interest Accrued	11,616.66	
451	Dividends not called for	54,384.00	
453	Consumers Deposits	835,482.86	
460	Sundry Creditors	943,494.70	
465	Employees' Aid Society	19,619.58	
472	Accrued Taxes	2,117,873.85	
473	Accrued Water Rates	2,636.20	
476	Bills Payable	900,000.00	
479	Bills Payable, Interest Accrued	2,756.71	
			4,887,864.56
	MISCELLANEOUS ACCOUNTS:		
485	Insurance Fund	271,390.17	
489	Gas Stove Rent Suspense	6,437.00	
490	Bond Premiums	32,763.76	
491	Capital Stock Premiums	14,322,217.95	
492	Special Suspense	5,000.00	
190	Rapid Transit Tunnel	1,092.14	
			14,638,901.02
	GENERAL ACCOUNTS:		
516	Insurance Fund 1902 Agmt	36,408.15	
532	General Profit and Loss	2,871,900.33	
			2,908,308.48
			$123,702,174.06

STATE'S EXHIBIT S.
September 4, 1906.

BALANCE SHEET—DECEMBER 31ST, 1905.

DEBITS:

Folio	ACCOUNTS.			Totals.
	PLANT, PROPERTY AND CONSTRUCTION:			
2	Real Estate	10,879,329.63		
3	" M	50,588.65		
			10,929,918.28	
25	Plant	15,965,531.17		
30	Tank & Holder—Ave. A & 21 St	127,957.96		
31	Foundations— "	44,858.53		
32	Damages — "	37,035.01		
			16,175,382.67	
70	Streets Mains—Manhattan	7,451,075.78		
75	" " —Bronx	47,450.37		
			7,498,526.15	
77	Scows	18,825.34		
81	Pipe and Specials	107,056.19		
89	Meters	2,977,549.38		
94	Meter Cocks and Connections	284,138.04		
99	Services	1,222,228.37		
102	Automobiles & Accessories	6,281.23		
107	Office Furniture & Fixtures	32,598.29		
108	Franchises and Rights	7,781,000.00		
110	Horses, Wagons & Harness	21,354.48		
114	Tools and Implements	48,331.48		
120	Gas Stoves on hand	25,380.24		
126	Gas Stoves Rented	256,846.85		
129	Gas Stoves Loaned	3,167.69		
			12,784,757.58	
				47,388,584.68
	ACCOUNTS RECEIVABLE:			
142	Sundry Consumers		1,857,826.51	
148	Sundry Debtors		1,159,849.17	
150	Installment Stove Sales		1,725.75	
151	Accounts Receivable—Branches		7,931.78	
152	East River Gas Co. of L. I. City		536,780.60	
153	New York Edison Co.		1,250,000.00	
153	Central Union Gas Co.		50,000.00	
154	Interest Accrued N. Y. City Stock		17,500.00	
155	" " " Edison Co.		7,967.15	
155	" " Central Union Gas Co.		20.83	
156	" " National City Bank		33,542.62	
				4,923,144.41
	CASH AND SECURITIES:			
158	Cash—in banks and on hand		4,933,862.12	
159	" in offices and stations		20,360.00	
162	Securities, Stocks and Bonds		59,001,134.52	
163	National City Bank		46,804.00	
164	Interest Accrued Westchester Lighting Co.		22,281.27	
165	Employees Fund Investment		23,454.58	
166	Metropolitan Redemption Fund		500.00	
167	City of New York, Corporate Stock		3,087,500.00	
				67,135,896.49
	MISCELLANEOUS ACCOUNTS:			
169	Brush Co.—Accrued Interest		34,375.00	
171	United Co.— " "		1,075,049.08	
172	Westchester Lighting Co.		930,000.00	
186	Material and Supplies		[illegible]	

	[illegible]	20,360.00	
162	Securities, Stocks and Bonds	59,001,134.52	
163	National City Bank	46,804.00	
164	Interest Accrued Westchester Lighting Co.	22,281.27	
165	Employees Fund Investment	23,454.58	
166	Metropolitan Redemption Fund	500.00	
167	City of New York, Corporate Stock	3,087,500.00	
	MISCELLANEOUS ACCOUNTS:		67,135,896.49
169	Brush Co.—Accrued Interest	34,375.00	
171	United Co.— " "	1,075,049.08	
172	Westchester Lighting Co.	930,000.00	
186	Material and Supplies	134,993.85	
188	Insurance Fund Trustees	73,918.68	
189	Rapid Transit Tunnel	1,881.24	
191	Insurance Fund	48,828.61	
469	General Suspense	59,326.85	
	GAS MAKING MATERIAL:		2,358,373.31
195	Coal	442,297.92	
203	Coke	9,340.50	
209	Fuel Oil	148.00	
219	Gas Oil	40,465.23	
215	Lime	833.41	
218	Iron Mass	1,097.14	
222	Sundry Supplies	692.71	
			494.874.91
			$122,300,873.80
	CREDITS:		
	STOCK AND BONDS:		
426	Capital Stock	80,000,000.00	
428	Metropolitan Bond	500.00	
432	Debenture Bonds	1,387,000.00	
438	Convertible Debentures	19,857,600.00	
	ACCOUNTS AND BILLS PAYABLE:		101,245,100.00
441	Bond Interest Accrued	11,558.34	
451	Dividends not called for	46,804.00	
454	Consumers Deposits	920,695.80	
460	Sundry Creditors	1,433,702.77	
465	Employees' Aid Society	23,454.58	
472	Accrued Taxes	1,937,625.97	
473	Accrued Water Rates	2,145.09	
	MISCELLANEOUS ACCOUNTS:		4,375,986.55
485	Insurance Fund	271,390.17	
489	Gas Stove Rent Suspense	7,241.50	
490	Bond Premiums	32,518.76	
491	Capital Stock Premiums	14,322,217.95	
492	Special Suspense	5,000.00	
	GENERAL ACCOUNTS:		14,638,368.38
514	Scowing	926.85	
516	Insurance Fund under 1902 Agreement	73,918.68	
517	Renewal & Contingency	1,046,096.70	
532	General Profit and Loss	920,476.64	
			2,041,418.87
			$122,300,873.80

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COKE PRODUCED, USED IN MANUFACTURE AND PRODUCED FOR SALE.

42nd Street Station—Year 1905.

1905	Produced.	Used retorts.	Used boilers.	Total used.	Produced for sale.
January	11,358	2,193	709	2,902	8,456
February	10,250	2,390	597	2,987	7,263
March	11,155	2,307	569	2,876	8,279
April	9,388	1,540	514	2,054	7,334
May	8,239	1,259	406	1,665	6,574
June	7,788	959	386	1,345	6,443
July	7,678	1,142	381	1,523	6,155
August	7,763	743	375	1,118	6,645
September	7,481	241	377	618	6,863
October	7,940	505	380	885	7,055
November	8,093	1,222	475	1,697	6,396
December	8,376	1,687	515	2,202	6,174
	105,509	16,188	5,684	21,872	83,637

(Here follow State's Exhibits Q, R, and S, marked pp. 7688, 7689, and 7690.)

7691 COMPLAINANT'S EXHIBIT 216.

CHAP. 736.

AN ACT in relation to the price of illuminating gas furnished or sold to the City of New York and providing a penalty for violation.

Accepted by the city.

Became a law, June 3, 1905, with the approval of the Governor. Passed, three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. A corporation, association, copartnership or person engaged in the business of furnishing or selling illuminating gas in the city of New York, shall not charge said city or receive therefrom for such gas, a sum in excess of seventy-five cents per one thousand cubic feet.

SEC. 2. The illuminating gas furnished or sold by any such corporation, association, copartnership or person to said city shall have an illuminating power of not less than twenty-two sperm candles of six to a pound burning at the rate of one hundred and twenty grains of spermaceti per hour tested at a distance of not less than one mile from the distributing holder by a burner consuming five cubic feet of gas per hour and each one hundred cubic feet of gas shall not contain more than five grains of ammonia nor more than twenty grains of sulphur nor more than a trace of sulphuretted hydrogen. The pressure of said illuminating gas in any service mains in the said city at any distance from the place of manufacture shall not be less than one inch nor more than two and one-half inches.

7692 SEC. 3. Any corporation, association, copartnership or person violating any provision of this act shall forfeit the sum of one thousand dollars for each offense to be sued for and recovered in the name of and by the city of New York for its benefit.

SEC. 4. All acts or parts of acts inconsistent herewith are hereby repealed.

SEC. 5. This act shall take effect on the first day of July, nineteen hundred and five.

COMPLAINANT'S EXHIBIT 217.

CHAPTER 125.

AN ACT in relation to illuminating gas in the City of New York and regulating the quality and pressure thereof and the price to consumers other than said city and providing a penalty for violation.

Accepted by the City.

Became a Law April 3, 1906, with the approval of the Governor. Passed, a majority being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. A corporation, association, copartnership or person engaged in the business of manufacturing, furnishing or selling illuminating gas in the city of New York, except in the fifth ward of the Borough of Queens and in that portion of the Borough of the Bronx formerly contained in the towns of Eastchester and Pelham, shall not charge or receive for gas manufactured, furnished or sold in said city a sum per one thousand cubic feet in excess of the following rates:

7693 1. In the Borough of Manhattan, in the first ward of the Borough of Queens, in the Borough of Brooklyn except the thirtieth and thirty-first wards thereof, and in the Borough of the Bronx, except that portion of it formerly contained in the town of Westchester outside of the villages of Wakefield and Williamsbridge, eighty cents.

2. In the second and fourth wards of the Borough of Queens, and in the thirtieth ward of the Borough of Brooklyn, one dollar.

3. In the third ward of the Borough of Queens, in the thirty-first ward of the Borough of Brooklyn, and in the Borough of Richmond, one dollar and twenty-five cents for the remainder of the year nineteen hundred and six; one dollar and twenty cents during the year nineteen hundred and seven; one dollar and fifteen cents during the year nineteen hundred and eight; one dollar and ten cents during the year nineteen hundred and nine; one dollar and five cents during the year nineteen hundred and ten; and one dollar thereafter.

4. In that portion of the Borough of the Bronx formerly contained in the town of Westchester, outside of the villages of Wakefield and Williamsbridge, one dollar and fifteen cents during the years nineteen hundred and six, nineteen hundred and seven and nineteen hundred and eight; one dollar and ten cents during the year nineteen hundred and nine; one dollar and five cents during the year nineteen hundred and ten; and one dollar thereafter.

SEC. 2. The illuminating gas furnished by any such corporation, association, copartnership or person shall have an illuminating power of not less than twenty-two sperm candles of six to a pound,

burning at the rate of one hundred and twenty grains of spermaceti per hour tested at a distance of not less than one mile from
7694 the distributing holder by a burner consuming five cubic feet of gas per hour and each one hundred cubic feet of gas shall not contain more than five grains of ammonia nor more than twenty grains of sulphur nor more than a trace of sulphuretted hydrogen. The pressure of illuminating gas in any service mains in the said city at any distance from the place of manufacture shall not be less than one inch, nor more than two and one-half inches.

SEC. 3. Any corporation, association, copartnership or person violating any provision of this act shall forfeit the sum of one thousand dollars for each offense to the people of the state.

SEC. 4. This act shall not apply to gas furnished or sold to the city of New York.

SEC. 5. Chapter three hundred and eighty-five of the laws of eighteen hundred and ninety-seven, entitled "An act to regulate the price of illuminating gas in cities of fifteen hundred thousand inhabitants," and all other acts or parts of acts inconsistent herewith are hereby repealed.

SEC. 6. This act shall take effect on the first day of May, nineteen hundred and six.

COMPLAINANT'S EXHIBIT 218.

LAWS OF 1897.

CHAPTER 385.

AN ACT to regulate the price of illuminating gas in cities of fifteen hundred thousand inhabitants.

Became a law May 7, 1897, with the approval of the Governor. Passed, a majority being present.

7695 *The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

SECTION 1. A corporation, association, company, copartnership or person shall not charge or receive for illuminating gas in a city, as now constituted, which has a population of fifteen hundred thousand, sums to exceed, per thousand cubic foot, during the remainder of the year eighteen hundred and ninety-seven, one dollar and twenty cents; during the year eighteen hundred and ninety-eight, one dollar and fifteen cents; during the year eighteen hundred and ninety-nine, one dollar and ten cents; during the year nineteen hundred, one dollar and five cents; and during each year thereafter, one dollar.

SEC. 2. Such a corporation, association, company, copartnership or person shall not charge for illuminating gas for the use of any such city, sums to exceed, per thousand cubic feet, during the re-

PAGE BOUND

mainder of the year eighteen hundred and ninety-seven, one dollar; during the year eighteen hundred and ninety-eight, ninety-seven and a half cents; during the year eighteen hundred and ninety-nine, ninety-five cents; during the year nineteen hundred, ninety-two and a half cents, and during each year thereafter, ninety cents, but this act shall not apply to that portion of the city of New York which formerly constituted the town of Kingsbridge, or that portion of said city which was annexed thereto by chapter nine hundred and thirty-four of the laws of eighteen hundred and ninety-five, entitled "An act to annex to the city and county of New York, territory lying within the incorporated villages of Wakefield, Eastchester and Williamsbridge, the town of Westchester, and portions of the towns of Eastchester and Pelham."

SEC. 3. A change hereafter affected in the territory boundaries of such a city, either by annexation, consolidation or otherwise,
7696 shall not be deemed to enlarge or change the territory within which the price of gas is regulated as herein provided, but this act shall continue in force for the purpose of regulating the price of gas in such city, as now constituted, notwithstanding any subsequent change of territory, but shall not apply in or to territory not now in such city.

SEC. 4. The illuminating gas furnished by any such corporation, association, company, copartnership or person shall have an illuminating power of not less than twenty-two sperm candles of six to the pound, burning at the rate of one hundred and twenty grains of spermaceti per hour tested, at a distance of not less than one mile from the place of manufacture, by a burner consuming five cubic feet of gas per hour, and shall, as regards purity, comply with the standard now or hereafter established by law.

SEC. 5. All acts and parts of acts inconsistent with this act are hereby repealed.

SEC. 6. This act shall take effect on the first day of May, eighteen hundred and ninety-seven.

COMPLAINANT'S EXHIBIT 219

Aug. 24, 1906.

Please take notice that the Commission of Gas and Electricity of the State of New York have received in writing a complaint against your company, signed by one hundred or more customers and purchasers of gas sold and delivered by you in the City of New York.

A copy of said complaint is hereto annexed and herewith
7697 served upon you. That the purpose of said complaint is to cause this commission to fix the maximum price of gas furnished by your company to its customers in the City of New York at seventy-five cents per thousand cubic feet; and

You will further take notice that a public hearing upon said complaint will be held in the Council Chamber, City Hall, Borough of Manhattan, City of New York, at 10.30 o'clock A. M.. on the 20th

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day of November, 1905, at which you will have the opportunity to be heard.

Dated New York City, this 8th day of November, 1905.

COMMISSION OF GAS & ELECTRICITY,
By FREDERICK E. GUNNISON, *Chairman.*

To Consolidated Gas Company, of New York,
The New York Mutual Gas Light Company,
The Standard Gas Light Company.
New Amsterdam Gas Company,
Central Union Gas Company,
Northern Union Gas Company,
Brooklyn Union Gas Company.

To the Honorable the Commission of Gas and Electricity of the State of New York:

The undersigned, complaining of the Consolidated Gas Company of New York, respectfully show:

I. That the Consolidated Gas Company of New York, is a domestic corporation duly incorporated under the Laws of The State of New York, and engaged in furnishing illuminating gas to the resi-
7698 dents of the Borough of Manhattan, City of New York.

II. That each of the undersigned is a customer or purchaser of illuminating gas from the said Company.

III. That the price charged for illuminating gas by said Company is one dollar per thousand cubic feet, and that said price is excessive and unreasonable. That a joint Committee of the Senate and Assembly of the State of New York, pursuant to a concurrent resolution adopted March 16th, 1905, did among other things, investigate the reasonableness of the charges maintained by the gas companies operating in the City of New York. That the said Committee held hearings in the City of New York, and the said company appeared before said Committee by Counsel and produced witnesses and documentary evidence in its behalf, and the said Committee did, on the 1st day of May, 1905, report to the Legislature.

"That the price of gas sold in the Boroughs of Manhattan and Brooklyn, and in that part of the Borough of The Bronx, west of the Bronx River, should be fixed at a maximum of seventy-five cents per thousand cubic feet." That a bill was introduced by said Committee into the Legislature in accordance with their recommendation, and the same was passed by the Assembly and failed of passage in the Senate by one vote, receiving twenty-five votes in favor, and twenty-three against. To the original records and testimony before said Committee, these complainants crave leave to refer in support of this complaint.

Wherefore your complainants pray that the maximum price at which the said company may charge for gas furnished to its

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7699 customers in the City of New York be fixed at seventy-five cents per thousand cubic feet.

Dated, New York, August —, 1905.

Names.	Residences.
Edward C. Keys	210 West 1229th Street
Frank W. Bartley	2158 7th Avenue
Katie Duffy	118 E. 127th Street
E. Seligman	2162 7th Avenue
John Alpy	2160 7th Avenue
M. H. Jacoby	2207 7th Avenue
F. A. Schwarz	2156 7th Avenue
F. A. Schwarz	2540 8th Avenue
Frank McCabe	44 E. 129th Street
W. Hutzler	205 W. 125th Street
Joseph Liebman	201 W. 1225th Steet
John D. Walton	1739 Madison Avenue
Godyear I. R. C. & Mfg. Works	105 W. 125th Street
Samuel C. Watts	449 W. 123rd Street
W. S. Andrews	103 W. 125th Street
Victor Lawrensie Candy Store	N. W. Cor. 119th St. & Madison Ave.
Wolls & Gunther	308 Lenox Avenue
John J. Stein	323 Lenox Avenue
John J. Weber	335 Lenox Avenue
Hugo Schmelz	339 Lenox Ave., and 2 E. 128th Street
Thomas P. Thornton	360 W. 127th Street
Thomas P. Thornton	2365 8th Avenue
Richard Cunck	228 W. 128th Street
Richard Runney	406 St. Nicholas Avenue
A. G. Buckmaster	458 W. 151st Street
Kleine Buckmaster	307 E. 48th Street
William L. Mein	238 W. 126th Street
H. A. Mulvey	308 W. 126th Street
J. Wheatley	438 W. 163d Street
G. A. Wanamaker, Jr	40 W. 1331st Street
7700 C. G. Reton	279 W. 127th Street
D. Brown	279 W. 127th Street
Mrs. E. Gessler	277 W. 127th Street
Mrs. J. Scofield	277 W. 127th Street
Miss M. Roche	277 W. 127th Street
S. Wennick	2356 8th Avenue
John F. Shaughnessy	549 W. 125th Street
John F. Shaughnessy	651 W. 131st Street
Thomas McCurker	2354 8th Avenue
James Quinn	2360 8th Avenue
Wm. Gartelmann	2364 8th Avenue
P. H. Ashton	280 St. Nicholas Avenue
Gustav Bornheim	280 Lenox Ave. cor. 124th Street
Gustav Bornheim	49 W. 125th Street
Lester E. Smith	166 W. 128th Street

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J. W. Hart.....162 E. 113th Street
David A. Sweezy.....1500 5th Avenue
David A. Sweezy.....2 W. 120th Street
L. Rosenthal.....12½ W. 118t- Street
Geo. Weber.....2 W. 120th Street
C. Absolon.....1466 5th Avenue
A. Roshok.....1492 5th Avenue
H. E. Marks.....1464 5th Avenue
Jacob Ledner.....1365 5th Avenue
Otto Gross.....1494 5th Avenue
F. Cohen.....1486 5th Avenue
F. Vanderlehr.....2 W. 116th Street
P. M. Sampson.....35 W. 119th Street
Louis Gibbs.....1468 5th Avenue
John Leykens.....1750 Park Avenue
H. Daubert.....1480 5th Avenue
B. Kohosoff.....1474 5th Avenue
M. Kohosoff.....274 W. 135th Street
A. Mentz.....1474 5th Avenue
A. Harris.....36 W. 116th Street
J. Fisher.....1470 5th Avenue
Michele Berstelli.....1468 5th Avenue
Benno L. Salzman.....26 W. 118th Street
7701 Machele La Fonio.....335 E. 114th Street
Morris Wiener.....1468 5th Avenue
M. H. Nathan.....1464 5th Avenue
David E. Cohen.....48 W. 116th Street
Rudolph Jacobs.....15 W. 118th Street
Arkin Bros. & Co.....396-398 Canal Street
Jacob Oberlander.....2187 2nd Avenue
G. Auslander.....4 E. 118th Street
A. Fromenson.....1444 Fifth Avenue
Jacob M. Horn.....12 W. 117th Street
Samuel Newmark.....48 W. 119th Street
Louis Kohn.....2 W. 117th Street
S. Hoffman.....100 W. 115th Street
W. B. Phillips.....13 E. 117th Street
William J. Juper.....77 E. 118th Street
Harry H. Vadlmer.....172 E. 117th Street
Jacob Goldberg.....1704 Park Avenue
Richard Block.....1439 Fifth Avenue
Dr. B. Mindling.....2 E. 117th Street
S. J. Raphaelson, M. D.....2 E. 118th Street
Frances R. Greenwald.....1426 Fifth Avenue
Jacob E. Frien.....1420 Fifth Avenue
H. Geisenheim.....1422 Fifth Avenue
H. Siegel.....247 E. 77th Street
A. Muchlenthal.....1420 Fifth Avenue
J. Axel.....1420 Fifth Avenue
Emil Agalston.....15 W. 116th Street
S. Glatner.....1716 Fifth Avenue

Charlie Lomonti.....1411 Fifth Avenue
J. H. Payne.....8 E. 116th Street
Peter McGinn.....2 E. 116th Street
Philip Michael.....68 E. 116th Street
S. B. Mathes.....1768 Madison Avenue
James J. Fox.....55 E. 115th Street
H. J. Hiseradt.....1760 Madison Avenue
Edgar J. Barker.....12 W. 118th Street
J. Magubie.....1429 Fifth Avenue
J. J. Windish.....153 E. 106th Street
7702 D. M. Levenish.....26 W. 114th Street
Susan Watts.....449 W. 123rd Street
H. Rentano.....2206 7th Avenue
A. Weinstock.....2204 7th Avenue
T. Doutford.....2200 7th Avenue
M. Kafte.....165 W. 133rd Street
Geo. Masterson.....208 7th Avenue
Jos. T. Simons.....77 W. 134th Street
Mrs. L. Doscher.....2202 7th Avenue
Jas. Masterson.....2202 7th Avenue
Joseph F. Corrigan.....2196 7th Avenue
Robert Doblin.....2198 7th Avenue
J. G. McKinley.....104 Bradhurst Avenue
E. Le Piemme.....2173 7th Avenue
P. J. Welsh.....2157 5th Avenue
Jno. P. Daly, Jr.....230 Bradhurst Avenue
Jas. Williams, Jr.....11 Manhattan Street
H. V. Ohlers.....261 W. 114th Street
M. M. Braun.....1728 Madison Avenue

COMPLAINANT'S EXHIBIT 220.

August 24, 1906.

Please take notice that the Commission of Gas and Electricity of the State of New York have received in writing a complaint against your company, signed by one hundred or more customers and purchasers of gas sold and delivered by you in the city of New York. A copy of said complaint is hereto annexed and herewith served upon you. That the purpose of said complaint is to have this Commission investigate as to the cause for such complaint, in the manner provided by law, and that a public hearing be had thereon, and the evidence which petitioners offer then and there be duly consid-
7703 ered by this Commission, to the end that orders may *me* made reducing the price charged by your company for gas, to the extent warranted by the evidence; and

You will further take notice that a public hearing upon said complaint will be held in the Council Chamber, City Hall, Borough of Manhattan, City of New York, at 10.30 o'clock in the morning, on

the 20th day of November, 1905, at which you will have the opportunity to be heard.

Dated New York City, this 8th day of November, 1905.

COMMISSION OF GAS & ELECTRICITY,
By FREDERIC E. GUNNISON, *Chairman.*

To Consolidated Gas Company of New York,
The New York Mutual Gas Light Company,
The Standard Gas Light Company,
New Amsterdam Gas Company,
Central Union Gas Company,
Northern Union Gas Company,
Brooklyn Union Gas Company.

Hon. Frederick E. Gunnison, John C. Davies, Lucien L. Shedden, composing the New York State Commission of Gas and Electricity:

The undersigned, purchasers of gas from the Consolidated Gas Coompany of New York, respectfully present to you their complaint as follows:

That the Consolidated Gas Company of New York is a domestic corporation authorized to manufacture, sell and supply gas for heat and light in the City of New York, and is now and for several years last past has been manufacturing, selling and supplying gas for heat and light to the undersigned and other persons residing in the City of New York.

7704 That said Consolidated Gas Company of New York is now and for several years past has been charging and receiving from the undersigned and from other persons in the City of New York, the sum of One ($1.00) dollar per thousand cubic feet for gas supplied by it to the undersigned and to such other persons in the City of New York.

That early in the year 1905, the Legislature of the State of New York, duly appointed a committee to investigate, among other things, the price for gas charged by various companies, manufacturing, selling and supplying gas in the City of New York. That said committee thereupon proceeded with said investigation and thereafter and in or about the month of April, 1905, reported to the New York State Legislature that the price charged by such companies operating in the City of New York were unreasonably high, and that the price charged by companies operating in the Borough of Manhattan, New York City, should be reduced to Seventy-five (75) cents, and that the specific recommendation of said committee appearing in said report is as follows:

"From the evidence which has been presented we are satisfied that a price of seventy-five cents per thousand cubic feet will be fair to the consumer and will afford to the companies, after allowing the proper costs for manufacture and distribution, taking into consideration all the elements of such cost, a reasonable return upon their capital investment in their gas making business. This applies to the Borough of Manhattan, the Borough of Brooklyn, and a large part of the Borough of the Bronx.

We therefore recommend that the price of gas sold in the Boroughs of Manhattan and Brooklyn and in that part of the
7705 Borough of the Bronx west of the Bronx River should be fixed at a maximum of seventy-five cents per thousand cubic feet."

That said report was made after a careful and thorough investigation by said committee of all of the facts relating to the capitalization, assets and indebtedness of each of the gas companies operating in the City of New York, and of the cost of manufacturing and supplying the gas manufactured and supplied by each of the said companies, including the Consolidated Gas Company of New York.

That the price charged for gas by the Consolidated Gas Company of New York is in fact unreasonably high and should be reduced at least to the figure recommended by said Legislative Committee.

That each of the undersigned is at present and has been for some time past a purchaser and consumer of gas manufactured, supplied and sold to him by the said Consolidated Gas Company of New York.

Wherefore, your petitioners file this complaint and pray that your Commission forthwith investigate as to cause for such complaint in the manner provided by law and that your Commission cause notice of this complaint and the purpose thereof to be served upon said Consolidated Gas Comapny of New York, and that a public hearing be had thereon, and the evidence which petitioners offer then and there be duly considered by your honorable body, to the end that orders may be made reducing the price charged by said Consolidated Gas Company of New York for gas, to the extent warranted by the evidence.

Dated, New York City, August 17, 1905.

R. H. & M. McGurrin.....214 Bowery
Bauer & Doctor.....247 Bowery
Goodwin & Pearlman.....52½ Bowery
7706 Maurice Gelula.....18 Bowery
Uhrmacher & Schechter.....16 Bowery
H. Forman.....166 Bowery
N. Hebald.....166 Bowery
Sandler & Scherman.....182 Broadway
Morris Fisher.....218 Broadway
L. Jaretsky.....160 Broadway
S. Segall.....326 Broadway
G. A. Ruppy.....95 3rd Avenue
Jappen Bros.....143 3rd Avenue
B. May.....347 3rd Avenue
M. E. Swart.....410 3rd Avenue
L. Druiken.....724 3rd Avenue
W. Melloner.....274 Mattensen
N. Sarewitz.....28 East Broadway
Philip Karalmsky.....173 Cherry Street
Philip Lipsky.....87 Mocotison Street
J. Ginsberg.....153 East Broadway
Waxmun & Metze.....147 East Broadway
W. Rubenstein.....159 East Broadway
Samuel Schwartz.....167 East Broadway

Adolph Stutzkin.....265 Broadway
M. Myers.....265 East Broadway
Abe Refkin.....265 East Broadway
Chrein & Harris.....153 East 103rd Street
L.....456 Grand Street
L. Golding.....450 Grand Street
J. Hilmer.....416-18 Grand Street
Lassman & Paley.....419 Grand Street
Chertobb & Ruderman.....417 Grand Street
Gabriel Brousteen.....375 & 379 Grand Street
Wilhelm Soll.....366 Grand Street
A. Wieserbo & H. Greengold.....311 Grand Street
Louis Rosenberg.....298 Grand Street
Nathan Herman.....294½ Grand Street
Simon Cohen.....292 Grand Street
Jacob Froelich.....271 Grand Street
7707 M. P. Rosenberg.....103 Division Street
J. Sparber.....272 Grand Street
A. Rosenstraus.....260 Grand Street
Sam Scheer.....50 Second Avenue
Sigmund Freedman.....124 Second Avenue
Patrick Farrelly.....422 Second Avenue
Beney Siskind.....430 Second Avenue
Solomon Glickman.....444 Second Avenue
Joseph Gitsky.....163 East 75th Street
Barnet Dwork.....552 Second Avenue
Anellis Topoozion.....554 Second Avenue
Sam Mencher.....300 First Avenue
C. Edelstein.....568 Second Avenue
A. Peekelig.....614 Second Avenue
James Crombie.....427 E. 79th Street
Josepf Grossmer.....647 Second Avenue
A. Loewenstein & Co.....688 Second Avenue
Louis Zelvin.....694 Second Avenue
Peter Wm. Norberg.....713 Second Avenue
Abraham Aronowitz.....717 Second Avenue
Louis S. Jacobovitz.....716 Second Avenue
C. Y. Riker.....155 Sixth Avenue
Aug. Welm.....259 W. 18th Street
M. Sudry.....168 8th Avenue
Samuel Rosenberg.....179 8th Avenue
H. Hamilton.....335 W. 19th Street
C. Becker.....182 8th Avenue
Falk & Dannenbury.....205 8th Avenue
A. Jacobson.....233 8th Avenue
Max Goldwater.....311 8th Avenue
Jacob W. Stern.....355 8th Avenue
J. Moore.....351 8th Avenue
M. Numan.....349 8th Avenue
E. Friedlich.....357 8th Avenue
J. C. Kinsie.....361 8th Avenue

Louis Kaufman.....368 8th Avenue
A. Lustberg.....379 8th Avenue
7708 S. Stein.....383 8th Avenue
Gardner & Gatty.....411 8th Avenue
Wm. Liberman.....521 8th Avenue
S. Blumenthal & Co.....531 8th Avenue
Frosel Bros.....524 8th Avenue
C. Langschmidt.....552 8th Avenue
John Branlega.....564 8th Avenue
M. L. Wetstein.....557 8th Avenue
Abraham Berman.....559 8th Avenue
H. M. Greenberg.....589 8th Avenue
M. Schaem.....591 8th Avenue
W. S. Rusk.....604 8th Avenue
H. Lohmann.....633 8th Avenue
W. B. Lunn.....685 8th Avenue
J. Schattman.....108 W. 113th Street
A. Zucker.....687 8th Avenue
H. S. Burger.....689 8th Avenue
Henry Robohen.....691 8th Avenue
H. Schuette.....709 8th Avenue
Nathan Voosa.....756 8th Avenue
M. L. Sheehan.....785 8th Avenue
M. B. Stanton.....439 W. 47th Street
H. A. Gliesman.....782 8th Avenue
John H. Werner.....783 8th Avenue
J. J. Drake.....857 8th Avenue
G. F. Sterchi.....884 8th Avenue
M. Nacht.....879 8th Avenue
Bernard Dinnar.....885 8th Avenue
S. Heinrich.....895 8th Avenue
M. Levitz.....904 8th Avenue
C. H. Hettling.....908 8th Avenue
Henry Imburg.....918 8th Avenue
Samuel Simmons.....925 8th Avenue
Joseph Rager.....942 8th Avenue

7709 COMPLAINANT'S EXHIBIT 221.

At a meeting of the Commission of Gas and Electricity of the State of New York, held at the Capitol in the City of Albany, N. Y., on the 23rd day of February, 1906.

Present: Frederic E. Gunnison, John C. Davies, Lucien L. Shedden, Commissioners.

In the Matter of The Complaint of EDWARD C. KEYS and Others, Being Upwards of One Hundred Customers of the Consolidated Gas Company of New York, and the Complaint of R. H. & M. McGurrin and Others, also Being Upwards of One Hundred Customers of said Company.

Complaint in writing having been made and signed by Edward C. Keys and others, being upwards of one hundred customers and purchasers of gas sold and delivered by the Consolidated Gas Company of New York in the Borough of Manhattan, City and State of New York, as to the price of such gas so sold and delivered in said city, wherein the complainants pray that the maximum price
7710 which the said Company may charge for gas be fixed at seventy-five cents per thousand cubic feet; and the further complaint in writing made and signed by R. H. & M. McGurrin and others, being upwards of one hundred customers and purchasers of gas sold and delivered in said Borough of Manhattan, City of New York, by the said Consolidated Gas Company of New York as to the price of such gas so sold and delivered, wherein the complainants pray that an order may be made reducing the price charged for such gas to the extent warranted by the evidence; and public hearings having been had upon such complaints in the said city of New York pursuant to a notice of said complaints and the purposes thereof, which notice was duly served on said Consolidated Gas Company;

Page, Grant & Booth, by Alfred R. Page, Esq., appearing for the complainant first above mentioned;

Clarence J. Shearn, Esq., by William A. De Ford, Esq., appearing for the complainants last above mentioned;

Charles F. Mathewson, Esq., appearing in behalf of said Consolidated Gas Company;

And the said proceedings having been consolidated at said hearing by order of said Commission, and the said Commission having investigated as to the cause for such complaints and inspected the works, system, plants and methods used by said Consolidated Gas Company in manufacturing and distributing such gas, and having examined the books and papers of said Company pertaining thereto; and, pursuant to a further notice, duly served upon the said Consolidated Gas Company of New York, the Commission at said hearing having inquired into, examined and investigated the illuminating power, purity and pressure of gas supplied by said Company, and

having examined the methods employed by it in the transac-
7711 tion of its business and inquired into the methods and means employed in manufacturing, distributing and supplying gas for light, heat and power; Now, after such hearings and upon such investigations and upon the evidence and argument of counsel, and due deliberation having been had, it is

Ordered, that on and after the first day of May, 1906, the maximum price for gas which shall be charged by the Consolidated Gas Company of New York, in the Borough of Manhattan, City of New York, State of New York, be and is hereby fixed at eighty cents per thousand cubic feet; and, it is further

Ordered, that the gas furnished, sold and delivered by the Consolidated Gas Company of New York shall have an illuminating power of not less than twenty-two sperm candles of six to a pound, burning at the rate of one hundred and twenty grains of spermaceti per hour, tested at a distance of not less than one mile from the distributing holder by a burner consuming five cubic feet of gas per hour, as is now provided by law; and, it is further

Ordered, that the gas furnished, sold and delivered by the Consolidated Gas Company of New York shall not contain in each one hundred cubic feet of such gas more than five grains of ammonia, nor more than twenty grains of sulphur, nor more than a trace of sulphurated hydrogen.

As the gas supplied to all customers of the Consolidated Gas Company is delivered through the same service mains as gas supplied to the City of New York, and as the pressure of gas so supplied is fixed by law at not less than one inch nor more than two and one-half inches in any service mains in said city, at any distance from the place of manufacture, said law fixes the pressure of gas
7712 at which all customers and consumers of the Company must be furnished in said city.

FREDERIC E. GUNNISON,
JOHN C. DAVIES,
LUCIAN L. SHEDDEN,
Commission of Gas and Electricity of the State of New York.

COMPLAINANT'S EXHIBIT 222.

(For Identification.)

Being statement of rentals received by Consolidated Gas Company. (Page 1221 of record.)

COMPLAINANT'S EXHIBIT 223.

CONSOLIDATED GAS CO. OF N. Y.

June 30th, 1904.

	Investment as shown by ledger accounts.	Values stated in franchise tax reports.	Difference.
Real estate	$11,216,479.71	[1]$11,216,479.71	
Plant	15,755,462.88	[1] 8,456,595.71	7,298,867.17
Mains	7,571,808.83	* 3,666,531.38	3,905,277.45
Services	1,227,931.86	* 594,625.01	633,306.85
Franchise and rights	7,781,000.00	7,781,000.00	
Stocks of other companies	46,674,034.27	46,674,034.27	
Bonds and obligations of other companies	8,686,744.70	8,686,744.70	
Material and supplies	697,014.92	697,014.92	
Accounts and bills receivable	1,944,968.09	1,944,968.09	
Cash on hand	1,146,866.87	1,146,866.87	
Unclaimed dividends	39,052.50	39,052.50	
Metropolitan redemption fund	500.00	500.00	
Meters, stoves and other personal property	3,630,772.12	2,667,329.77	963,442.35
Totals	$106,372,636.75	$93,571,742.93	$12,800,893.82

* Stated in the Tax Report under the heading "Present value allowing for depreciation." "Reproduction" value stated as $5,613,221.12 for Mains and Services.

Detail not asked for and not given in Tax Report to State Board:

For Mains	$4,829,925.82
For Services	783,295.30
Total	$5,613,221.12

[1] Stated as a single item at $19,673,075.42 in Schedule D.

STATE'S EXHIBIT U.

(Copy)

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES,
Nos. 57 and 59 Chambers Street.

7715

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols. Cts.	Water Arrears 1904 Dols.	Cts.	Meter Setting Dols.	Cts.	Arrears
6	1	5,440	1,642	32	175/177	E. 114	40,000	596.20	—	—	—	—	—
—	—	9	—	33	2084	Ave. 3	50,000	745.25	—	—	—	—	—
—	—	5,589	1,643	56	P. 3	115-116	27,000	402.43	—	—	—	—	—
—	—	90	—	57	—	—	13,500	201.21	—	—	—	—	—
—	—	91	—	58	—	—	13,000	193.76	—	—	—	—	—
—	2	9,412	1,670	1	2. 1	89-99	450,000	6,707.29	—	—	—	—	—
—	—	10,746	1,682	8	—	110-111	6,000	89.43	—	—	—	—	—
—	—	10,785	—	11	—	—	455,000	6,781.81	—	—	—	—	—
—	—	10,894	1,683	18	—	111-112	50,000	745.25	—	—	—	—	—
—	—	10,910	—	34	—	—	5,000	74.52	—	—	—	—	—
—	—	1	—	35	—	—	5,000	74.52	—	—	—	—	—
—	—	13,152	1,704	1	P. 1	110-111	330,000	4,918.68	—	—	—	—	—
—	—	11,829	1,692	1	L. E.R.	98-99	135,000	2,012.18	—	—	—	—	—
—	—	14,031	1,712	2	P. H.R.	110-113	25,000	372.62	—	—	—	—	—
								$23,915.15	—	—	—	—	—
								235.22	—	—	—	—	—
					Oct. 2, 1905.			*$23,679.93*	—	—	—	—	—

(Paid by Check
Oct. 2. 1905.
E. G. S., Cashier).

Received Payment,
1905.

WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

STATE'S EXHIBIT C, Continued.

(Copy)

7716

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES,
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols. Cts.	Water Arrears 1904 Dols	Water Arrears 1904 Cts.	Meter Setting Dols.	Meter Setting Cts.	Arrears
4	2	8,986	1,070	5	539—551	W.—41	70,000	1,043.35	—	—	—	—	—
—	—	9,099	1,071	10	—	—	9,500	141.59	—	—	—	—	—
—	—	9,100	—	11	—	—	9,500	141.59	—	—	—	—	—
—	—	9,101	—	12	—	—	9,500	141.59	—	—	—	—	—
—	—	9,102	—	13	—	—	9,500	141.59	—	—	—	—	—
—	—	11,063	1,089	1	11—12	41—42	800,000	11,924.08	—	—	—	—	—
—	—	11,196	1,090	23	—	42—43	53,000	789.97	—	—	—	—	—
—	—	11,391	1,092	1	—	44—45	550,000	8,197.80	—	—	—	—	—
—	—	11,400	—	28	—	—	5,500	81.97	—	—	—	—	—
—	—	11,461	—	38	—	—	5,000	74.52	—	—	—	—	—
—	—	11,462	—	38½	—	—	5,000	74.52	—	—	—	—	—
—	—	11,463	—	39	—	—	5,000	74.52	—	—	—	—	—
—	—	11,701	1,093	1	—	45—46	425,000	6,334.66	—	—	—	—	—
—	—	13,060	1,107	7	12 H R	40—46	85,000	1,266.93	—	—	—	—	—
—	—	13,114	—	23	—	—	75,000	1,117.88	—	—	—	—	—
—	—	13,125	—	28	—	—	75,000	1,117.88	—	—	—	—	—
4	3	19,002	1,156	45	222	W.—65	9,500	141.59	—	—	—	—	—
—	—	19,003	—	46	224—228	—	18,000	268.29	—	—	—	—	—
—	—	19,036	1,157	1	W. E. Am.	65—66	1,000,000	14,905.10	—	—	—	—	—
—	—	21,291	1,177	21	12 W. E.	65—66	140,000	2,086.71	—	—	—	—	—
								50,066.13					
								492.42					
								49,573.71					

(Paid by Check
Oct. 2. 1905.
E. G. S., Cashier).

Received Payment,
1905.

WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

STATE'S EXHIBIT U, Continued.

7717

(COPY)

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES.
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols. Cts.	Water Arrears 1904 Dols.	Water Arrears 1904 Cts.	Meter Setting Dols.	Meter Setting Cts.	Arrears
3	4	36,799	979	1	A E. R.	21—22	542,000	$8,078.56	—	—	—	—	—
—	—	37,156	982	13	B C	14—15	475,000	7,079.92	—	—	—	—	Arrs.
—	—	37,465	985	7	—	17—18	200,000	2,981.02	—	—	—	—	—
—	—	8	—	19	—	—	5,500	81.97	—	—	—	—	—
—	—	9	—	20	—	—	5,500	81.97	—	—	—	—	—
—	—	37,532	—	39	—	—	5,500	81.97	—	—	—	—	—
—	—	3	—	40	—	—	5,500	81.97	—	—	—	—	—
—	—	37,734	987	37	B E. R.	19—21	55,000	819.78	—	—	—	—	—
—	—	9	—	41	—	—	5,500	81.97	—	—	—	—	—
—	—	40	—	42	—	—	5,500	81.97	—	—	—	—	—
—	—	41	—	43	—	—	12,000	178.86	—	—	—	—	—
—	—	37,759	—	51	—	—	7,000	104.33	—	—	—	—	—
—	—	37,790	988	1	C D	14—15	550,000	8,197.80	—	—	—	—	—
—	—	37,899	989	1	—	15—16	450,000	6,707.29	—	—	—	—	—
—	—	38,119	991	1	D E. R.	14—16	180,000	2,682.91	—	—	—	—	—
—	—	38,132	—	26	—	—	115,000	1,714.08	—	—	—	—	—
—	—	38,125	—	47	—	—	35,000	521.67	—	—	—	—	—
—	—	38,141	—	50	—	—	35,000	521.67	—	—	—	—	—
								40,079.71					
								394.20					
								39,685.51					

Registered
Oct. 2, 1905.
Book 13.
Folio 13.

(Paid by Check
Oct. 2. 1905.
E. G. S., Cashier)

Received Payment,
1905.
WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

STATE'S EXHIBIT U, Continued.

(Copy)

7718

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES,
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols. Cts.	Water Arrears 1904 Dols.	Water Arrears 1904 Cts.	Meter Setting Dols.	Meter Setting Cts.	Arrears
1	4	26,679	239	1	70	Elizabeth	90,000	1,341.45	—	—	—	—	—
—	—	26,681	—	5	78—80	—	38,000	566.39	—	—	—	—	—
3	1	2,979	688	21	Exter'r"10	16—17	250,000	3,726.27	—	—	—	—	—
—	—	3,090	689	17	—	17—18	380,000	5,663.93	—	—	—	—	—
—	—	3,199	690	12	—	18—19	345,000	5,142.25	—	—	—	—	—
—	—	3,255	—	40	—	—	7,500	111.78	—	—	—	—	—
—	—	7	—	42	—	—	7,500	111.78	—	—	—	—	—
—	—	8	—	43	—	—	7,500	111.78	—	—	—	—	—
—	—	9	—	44	—	—	7,500	111.78	—	—	—	—	—
—	—	3,260	—	45	—	—	7,500	111.78	—	—	—	—	—
—	—	3	—	48	—	—	8,000	119.24	—	—	—	—	—
—	—	4	—	49	—	—	7,500	111.78	—	—	—	—	—
—	—	5	—	50	—	—	7,500	111.78	—	—	—	—	—
—	—	6	—	51	—	—	7,500	111.78	—	—	—	—	—
—	—	7	—	52	—	—	7,500	111.78	—	—	—	—	—
—	—	8	—	53	—	—	7,000	104.33	—	—	—	—	—
—	—	3,308	691	11	—	19—20	185,000	2,757.44	—	—	—	—	—
								20,427.32					
								200.91					
								20,226.41					

(Paid by Check
Oct. 2. 1905.
E. G. S., Cashier).

Received Payment,
1905.

WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

STATE'S EXHIBIT U, Continued.

(COPY)

7719

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES,
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols.	Tax Cts.	Water Arrears 1904 Dols.	Water Arrears 1904 Cts.	Meter Setting Dols.	Meter Setting Cts.	Arrears
7	21	21,178	1,999	1	B. 12	132—133	$6,500.	96.88		—	—	—	—	—
—	—	21,179/81	—	2/4	—	—	13,500.	201.21		—	—	—	—	—
—	—	21,194/214	—	5/27	—	—	80,500.	1,199.85		—	—	—	—	—
—	—	21,248/70	—	39/60	—	—	88,000.	1,311.64		—	—	—	—	—
—	—	21,185	—	61	—	—	6,500.	96.88		—	—	—	—	—
—	—	4	—	62	—	—	4,500.	67.07		—	—	—	—	—
—	—	3	—	63	—	—	4,500.	67.07		—	—	—	—	—
—	—	2	—	64	—	—	4,500.	67.07		—	—	—	—	—
8	1	9,635	2,175	15	B. S.	B. D.	8,000.	119.24		—	—	—	—	—
—	—	9,636	—	18	—	—	24,000.	357.72		—	—	—	—	—
—	—	7	—	22	—	—	15,000.	223.57		—	—	—	—	—
—	—	9,706	—	100	B. S.	B. D.	14,000.	208.67		—	—	—	—	—
								4,016.87						
								39.51						
								$3,977.36						

Registered
Oct. 2, 1905.
Book 13.
Folio 13.

(Paid by Check
Oct. 2. 1905.
E. G. S., Cashier).

Received Payment,
1905.
WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

STATE'S EXHIBIT U, Continued.

(Copy)

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES,
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues		Between What Streets	Valuation Dols.	Tax Dols.	Tax Cts.	Water Arrears 1904 Dols.	Water Arrears 1904 Cts.	Meter Setting Dols.	Meter Setting Cts.	Arrears
3	4	36,704	978	6	B.	A.	20. 21.	Balance	6,707.30		—	—	—	—	—

(Paid by Check
Nov. 22, 1905.
I. B. B., Cashier)

Received Payment,
1905.
WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

STATE'S EXHIBIT U, Continued.

(Copy)

7721

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES,
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols. Cts.	Water Arrears 1904 Dols.	Cts.	Meter Setting Dols.	Cts.	Arrears
3	1	6,030	715	51	438	W.—18	10,000	149.05	—	—	—	—	—
—	—	6,031	—	59	440—454	W.—18	125,000	1,863.13	—	—	—	—	—
—	—	6,078	716	14	435—441	"	36,000	536.58	—	—	—	—	—
—	3	24,387	870	54	130	E.—15	12,000	178.86	—	—	—	—	—
—	—	9	—	56	124	—	44,000	655.82	—	—	—	—	—
—	—	24,348	—	59	4—6	Irving Pl.	135,000	2,012.18	—	—	—	—	—
—	—	9	—	60	2	" "	40,000	596.20	—	—	—	—	—
—	4	33,787	951	35	428—442	E.—20	60,000	894.30	—	—	—	—	—
—	—	33,842	952	7	1. A	20	335,000	4,993.20	—	—	—	—	—
—	—	33,883	—	29	—	—	10,000	149.05	—	—	—	—	—
—	—	4	—	30	—	—	27,000	402.43	—	—	—	—	—
—	—	6	—	33	—	—	8,000	119.24	—	—	—	—	—
—	—	7	—	34	—	—	8,000	119.24	—	—	—	—	—
—	—	33,888	—	35	—	—	45,000	670.72	—	—	—	—	—
—	—	33,938	953	1	1. A	21—22	785,000	11,700.50	—	—	—	—	—
—	—	36,101	972	45	526—538	E.—15	21,000	313.00	—	—	—	—	Arrs.
—	—	36,689	978	1	A. B	20—21	15,000	223.57	—	—	—	—	—
—	—	90	—	2	—	—	12,000	178.86	—	—	—	—	—
—	—	91	—	3	—	—	12,000	178.86	—	—	—	—	—
—	—	93	—	5	—	—	20,000	298.10	—	—	—	—	—
—	—	36,704	—	6	—	—	50,000	745.25	—	—	—	—	—
								26,978,14					
								265.34					
								26,712.80					

(Paid by Check
Oct. 2. 1905.
E. G. S., Cashier)

Received Payment,
1905.
WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

STATE'S EXHIBIT U, Continued.

(Copy)

7722

DEPARTMENT OF FINANCE, CITY OF NEW YORK.
BOROUGH OF MANHATTAN.
BUREAU FOR THE COLLECTION OF TAXES.
Nos. 57 and 59 Chambers Street.

CONSOLIDATED GAS CO. OF NEW YORK.

TO THE CITY OF NEW YORK,
FOR TAXES, 1905.

Section	Vol.	Line No. Changes each Year	Block No. Permanent	Lot No. Permanent	Between What Avenues	Between What Streets	Valuation Dols.	Tax Dols.	Cts.	Water Arrears 1904 Dols.	Cts.	Meter Setting Dols.	Cts.	Arrears
5	4	22846/51	1455	13—18	1. "A"	60—61	30,000	447.15		—	—	—	—	—
—	—	22852	—	— 19	—	—	6,000	89.43		—	—	—	—	—
—	—	22853	—	— 20	—	—	5,000	74.52		—	—	—	—	—
—	—	22883	—	— 21	—	—	3,000	44.71		—	—	—	—	—
—	—	4	—	— 22	—	—	8,000	119.24		—	—	—	—	—
—	—	22885/90	—	23—28	—	—	42,000	626.01		—	—	—	—	—
—	—	22891	—	— 29	—	—	11,000	163.95		—	—	—	—	—
—	—	22896	—	— 30	—	—	4,500	67.07		—	—	—	—	—
—	—	22897	—	— 32	—	—	12,000	178.86		—	—	—	—	—
—	—	22898/902	—	33—37	—	—	22,500	335.36		—	—	—	—	—
—	—	23061	1457	— 6	—	—	350,000	5,216.78		—	—	—	—	—
—	—	24973	1474	— 24	—	—	15,000	223.57		—	—	—	—	—
								$7,586.65						
								74.62						
								$7,512.03						

Oct. 2, 1905.

(Paid by Check
Oct. 2, 1905.
E. G. S. Cashier.)

Received Payment,
1905.
WM. H. LOUGHRAN,
Deputy Receiver of Taxes.

Note.—Figures in *Italics* in red figure.

7714 STATE'S EXHIBIT T.

For identification being 83 sheets of statements of station expenses by months for 1905. (Page 1712 of Record.)

(Here follows State's Exhibit U marked pp. 7715-7722.)

STATE'S EXHIBIT V.

Sept. 11, 1906.

Items.	Expenditures to 5/31/06.	Estimated to complete.	Totals.
Real Estate	$1,132,558.28	$2,678.35	$1,135,236.63
Improvements on Real Estate:			
Grading and Filling	447,833.72	83,938.17	531,771.89
Piers and Bulkheads	171,929.79	79,682.25	251,612.04
Inclined Retort House:			
Size, 125′ 7″ x 542′ 4″ x 43′ 7″	378,272.16	46,406.94	424,679.10
Contains: 64 Benches each of 9 Retorts 20′ long. Retorts 22½″ x 15¾″ at upper end by 25″ x 15¾″ at lower end. House rated at 10,000,000 cu. ft. per 24 hours.			
Coal and Coke Handling Machinery, Storage Bins, etc.			
Cost of Contents	977,164.53	94,627.41	1,071,791.94
East Purifier House:			
Size, 102′ 0″ x 300′ 0″ x 30′ 4″	152,390.39	7,040.09	159,430.48
Contents: Purifying Apparatus complete, Piping, etc	189,998.15	10,144.65	200,142.80
East Condenser House:			
Size, 76′ 0″ x 86′ 5″ x 38′ 8″	23,458.48	2,501.55	25,960.03
Contents: Condensers, Rotary Scrubbers, Piping, etc	74,372.54	9,033.18	83,405.72
East Tar Extractor & Washer House:			
Size, 74′ 8″ x 132′ 0″ x 39′ 1″	26,608.78	15,356.46	41,965.24
Contents: Tar Extractors, Napthaline & Cyanogen Washers, with Piping, etc	58,426.10	66,191.69	124,617.79
Exhauster House:			
Size, 57′ 0″ x 104′ 0″ x 27′ 8″	23,772.41	2,008.07	25,780.48
Contents: Engines, Exhausters, Compressors, Piping, etc	29,822.47	10,606.50	40,428.97
Forward	$3,686,607.80	$430,215.31	$4,116,823.11

TORN P

7724 *Forward*	$3,686,607.80	$430,215.31	$4,116,825.11
Meter House:			
Size, 53′ 10″ x 73′ 4″ x 34′ 3″	19,388.78	4,335.31	23,723.99
Contents: Meters, Piping, etc.	6,229.07	34,405.55	40,634.62
Tar Tanks (underground):			
First—85′ 0″ x 21′ 6″ x 14′ 8″			
Second 30′ 0″ x 80′ 9″ x 11′ 8″	8,745.73	1,500.00	10,245.73
Ammonia Tanks (underground):			
First—85′ 0″ x 156′ 6″ x 14′ 8″			
Second 30′ 0″ x 38′ 3″ x 11′ 8″	30,938.98	5,000.00	35,938.98
East Holder:			
Tank 300′ 0″ diam. x 48′ 3″ deep. Capacity of holder 15,000,000 cu ft., steel work of holder not included.	117,396.19	186,500.00	303,896.19
Horizontal Retort House:			
Size, 141′ 7″ x 489′ 3½″ x 42′ 0″	259,816.03	42,488.00	302,304.03
Contains 60 benches of 8 retorts each. Retorts 16″ x 26″ x 21′ 9″. House rated at 10,000,000 cu. ft. per 24 hours.			
Coal and Coke Handling Apparatus, charging and discharging machinery, storage bins, etc.			
Cost of contents	679,691.74	253,599.35	933,291.09
West Purifier House:			
Size, 102′ 0″ x 300′ 0″ x 38′ 4″	117,487.58	7,065.70	124,553.28
Contents—Purifying Apparatus complete with piping, etc.	190,673.34	10,304.41	200,977.75
West Tar Extractor & Washer House:			
Size, 74′ 8″ x 132′ 0″ x 39′ 1″	26,640.57	15,534.94	42,175.51
Contents—Tar Extractors, Naphthaline and Cyanogen Washers, Piping, etc.	59,432.57	67,280.44	126,713.01
Forward	$5,203,048.38	$1,058,228.91	$6,261,277.29

Items.	Expenditures to 5/31/06.	Estimated to complete.	Totals.
7725 *Forward*	$5,203,048.38	$1,058,228.91	$6,261,277.29
West Holder:			
Tank 300′ 0″ dia. x 48′ 3″ deep. Capacity of Holder, 15,000,000 cu. ft.	590,336.24	329,463.76	919,800.00
Boiler House:			
Size, 54′ 0″ x 94′ 0″ x 30′ 0″	20,899.94	1,048.06	21,948.00
Contents:			
Boilers, Feed Water Heaters, Pumps, Breeching, Piping, etc...	28,177.41	9,763.56	37,940.97
Chimney, complete	4,921.53	.....	4,921.53
General Connections:			
30″, 36″ and 48″ Gas Piping, Salt Water, Sewer, Tar, Ammonia Piping, etc	43,966.51	43,248.39	87,214.90
Electric Power House:			
Size, 106′ 8″ x 194′ 1″ x 35′ 6″	26,033.24	127,966.76	154,000.00
Tools and Implements	24,735.34	15,000.00	39,735.34
Office Furniture and Fixtures	2,322.84	8,000.00	10,322.84
Boats and Scows	2,075.87	5,000.00	7,075.87
Horses, Wagons & Harness:			
Permanent use	2,853.03	10,000.00	12,853.03
Permanent Fresh Water System:			
Wells, Pumps, Tower, etc	16,231.84	44,487.32	60,719.16
Totals	$5,965,602.17	$1,652,206.76	$7,617,808.93

7726 COMPLAINANT'S EXHIBIT 224.

CONSOLIDATED GAS CO. OF N. Y.

Miscellaneous Income.

Calendar Year 1905.

Gas stove rents	$122,322.60	
Discounts	9,497.57	
Real estate rents	37,408.88	
Sundry items	3,481.48	
		$172,710.53

Nominal Year ending Oct. 31st, 1905.

Gas stove rents	$120,768.60	
Discounts	9,103.21	
Real estate rents	37,338.36	
Sundry items	3,556.23	
		$170,766.40

[Complainant's Exhibits 225 and 226 and 228 to 234, inclusive, extracts from affidavits. See testimony of Robert A. Carter, pages 1897 to 1926 of testimony.]

COMPLAINANT'S EXHIBIT 225.

[Extract from affidavit of Robert A. Carter.]

The Senate Committee of 1886, Senate Document 47 of that year, completely sustained the valuation of the company's assets at the time of consolidation, as above appears. They had before them on their investigation, lasting nearly a year, substantially every person connected with the consolidation and were able to learn at first hand and on the spot all the facts in regard to amount and character of property and its value. The same data is not accessible to-day with the same fullness.

7727 As to the legislative committee of 1905 (known as the Stevens Committee) the resolution appointing it contained no provision authorizing the companies interested to be heard or to produce evidence or examine witnesses or participate in any way. Said Committee did not recognize at any stage the right of the Companies to participate by counsel, this company's participation being confined to such brief additional questioning or data as the courtesy of the Committee permitted. The investigation covered such a vast field and was conducted with such haste, limited in taking its testimony to less than three weeks altogether, that the elements en-

tering into the question could be neither fully presented nor deliberately considered by said Committee, several members of which were absent from illness or other cause during a great part of the Committee's sittings. This company was not permitted to address the Committee at the conclusion of the investigation, nor did the Committee have time or opportunity to consider written memoranda submitted, prior to preparation of its report to the Legislature.

We hazard nothing in saying that the members of the Committee themselves will concede the insufficiency of the time at their disposal thoroughly and in detail to investigate, weigh and determine such important matters. The result was that, upon some most material points, no evidence at all was before the Committee; upon other points evidence was in such incomplete shape that the situation was gravely misapprehended or misconstrued by the Committee. Said Committee fell into the error of taking the figures of the tax report of the company as representing the actual value of the company's assets as a going concern or as the company's investment therein; and furthermore, said tax report as summarized by said committee included none of the cash working capital of the company, none of the accounts receivable which formed part of its capital, no part of Astoria investment, and took no note of other assets of great value.

7728

The Gas Commission of the State of Massachusetts consumed more than a year in 1904-5 in consideration of the capitalization and cost of making gas as to the Boston companies alone.

As to the action and report of the Gas Commission filed February 23rd, last, in favor of 80 cent gas, it will be observed that said Commission in their estimate of the value of the company's property wholly excluded its working capital of $1,000,000 and its accounts receivable of $2,000,000, to say nothing of its investment at Astoria then amounting to nearly $6,000,000, its franchises capitalized under express authority of the Act of 1884 and other items of great value.

No sooner had said Commission begun its investigation than certain journals of the City of New York declared and reiterated in caustic terms that said Commission had no other duty to perform than to report in favor of "80 cent gas" as recommended by the Stevens Committee, and criticised said Commission in unmeasured terms for not at once so reporting. Before the petitioners in favor of the reduction of the charge for gas had completed their case, and before this complainant in defense had had an opportunity to present a word of evidence, the Governor of the State of New York (whose appointees the members of said Commission are) recommended in his message the passage of an act reducing the price of gas to eighty cents; promptly thereafter the Senator from New York who was then chief counsel for said petitioners before said Commission, introduced a bill to reduce said rate to eighty cents, being substantially the bill which finally passed. And finally, when it was rumored that the Commission did not see its way clear to reduce the rate to eighty cents, a bill was introduced in the Legislature by Senator Stevens, Chairman of the Legislative Committee of 1905, to abolish the Commission.

7729

Thus the minds of the Commission from the very outset, instead of being left free to flow to a natural and unbiased conclusion upon the evidence, were at every step and by every influence pressed toward a finding which would justify the report of the Stevens Committee; and thus the complainant instead of receiving that fair and unprejudiced hearing to which it was entitled, suffered grave prejudice and has never received that judicial consideration of its property rights in behalf of which it has sought the interposition of this honorable Court.

COMPLAINANT'S EXHIBIT 226.

[Extract from affidavit of Robert A. Carter.]

2. In 1885 the Senate of the State of New York appointed a Committee of three to investigate the "consolidation and capitalization" of the six Companies so uniting, with direction to report to the next session of the Legislature whether the provisions of Chapter 367 of the Laws of 1884 had been "evaded, disregarded or in any manner violated and whether the said consolidation has been capitalized on the said basis of 'the fair aggregate value of the property, franchises and rights' of its constituent Companies or otherwise."

This Committee made a most exhaustive examination of the
7730 subject referred to them; they employed an expert accountant; they had, by subpœna, Mr. Rowland and substantially every one else connected with the constituent Companies or the Consolidated Company before them upon the subject of valuations and method of consolidation, and after consuming an entire year they reported to the Legislature of 1886.

After a review of the situation, the majority report proceeds as follows:

"Under the law of 1884 the capital stock may be $39,000,000 (provided the fair aggregate value of their property, franchises and rights are equal to that amount) and could not be any more than that, had the aggregate amount of their capital stock been $50,000,000. Nor under this law does it make any difference what the property, franchises and rights may have cost the constituent Companies, whether one, five, fifteen or fifty millions. The capital stock of the new Company may still equal but must not exceed the fair aggregate value of the property, franchises and rights of these Companies at the time of the consolidation. To ascertain this value * * * your Committee with the aid of an expert made a thorough examination of the books of the constituent Companies from the time of their formation and examined many witnesses as to the value of the property and basis of consolidation."

After referring to the appraisal of the tangible property of the constituent Companies at $29,994,000 and the valuation of the franchises at $7,781,000, making, with $1,303,000 for working capital, a total of $39,078,000, the Committee proceeds:

"The question for your Committee to examine was, was this capitalization thus obtained more than the fair aggregate value of the

property, franchises and rights of the constituent Com-
7731 panies at the time of the consolidation? The street mains, valves, meters, services, plant, office building, office furniture, laboratories appear to have been appraised at the value of what it would cost to reproduce them at the time of the consolidation; and there is no evidence that any of these items were appraised too high, except the evidence of the expert, Mr. Yaldon, who finds that they were valued higher than they appear to have been charged as costing in the Companies' books."

The Committee then refers to the valuation of the real estate, bulkheads, piers and water rights, with opinions of real estate dealers, and thereupon continues.

"If the above basis is a correct one, then the aggregate value of the real estate and plants of the several Companies, given at $29,994,000, is not too high. Indeed, the objections to the capitalization do not appear to be so much to the valuation of the gas plant, mains, real estate, etc., as it does to their having capitalized nearly eight millions of dollars as the value of their franchises. * * * But it is a fact that the law of 1884, under which these Companies consolidated, expressly authorized this to be done, so that the only question left to your Committee to examine and report was:

1. Did these Companies have franchises?

2. If they had, were they capitalized at their fair aggregate value?"

After referring to the character of the franchises "including the privilege of laying their mains in the king's highway," and their recognition by the courts as property, the Committee goes on:

"Thus the question for your Committee to decide was this: Was the $7,781,000 more than the fair aggregate value of the franchises
and rights of these six Companies? We are forced to the
7732 conclusion that it was not; that the franchises of the New York, Manhattan, Metropolitan and Municipal were worth much more than that sum, and if these companies saw fit to give a part value of their franchises to the stockholders of the Harlem and Knickerbocker, it was a matter that interested only the stockholders of these Companies.

Your Committee therefore is compelled to report that they have found nothing in the organization which is contrary to the law under which it was effected, unless there should have been an overvaluation of property, and as to that the difficulties attending the determination of such a question are so great that your Committee believe that any attempt to upset such valuation would be futile.

The stock has been issued and circulated and by virtue of law; about one-sixth of it is held by innocent holders, and nothing but the clearest proof of fraud and violation of the law by virtue of which it was issued, would justify any attempt to render such stock worthless. We are compelled to say that we have not been able to find such proof. If injustice has been done to the gas consumers of New York City, it was done by the Legislature in passing a law allowing the consolidation to be effected in this manner. These companies did simply what the law expressly said they might do."

The conclusions of this Senate Committee, submitted to the Legislature in 1886, were accepted as closing the case. They were acquiesced in without question for twenty years, and the stock of the company has been passing from hand to hand in reliance upon the provisions of the Act of 1884 which authorized the capitalization of the complainant company at the *then value* of its property and franchises, and upon the finding of said Committee that such provisions had not been violated.

7733 COMPLAINANT'S EXHIBIT 228.

[Extract from Affidavit of Walton Clark.]

6. As a result of my experience, it is my opinion that a rate should not be fixed which will necessitate a lower return than ten per cent. upon the investment in new gas works in New York City.

COMPLAINANT'S EXHIBIT 229.

[Extract from Affidavit of Emerson McMillin.]

5. I am fairly familiar with the market values of the stocks and bonds of gas companies engaged in business in the City of New York, and of other cities in this and other states. Many of these securities here and elsewhere have, in the past, sold above par, and have paid a low rate on the investment. But in such cases, the prices have been based on the assumption of perpetual franchises, or of such consideration by public authorities, as to warrant the belief that the property will continue to be treated with the same consideration and right and protection as is accorded to other classes of investments. Where these conditions do not apply, investors will not be satisfied with less than a ten per cent. basis of earnings, even though a much lower rate of dividend may be paid. Even before the recent disturbances relating to public utility corporation securities, but few gas or electric company securities would sell at par when the net earnings were less than ten per cent. on the investment. Of some ten or more companies purchased, through my direction, since the year 1900, none were purchased on less than a nine per cent. basis of net earnings, and the average cost of all these companies was above a ten per cent. basis on net earnings. In several instances, the Companies had per-
7734 petual franchises, and in two instances, perpetual and exclusive franchises. The stock of the largest company with which I am connected (capital paid up more than $20,000,000), sells on a basis of about par for ten per cent. net earnings.

6. The popularity of public utility corporations has, in a large measure, been due to the prospective rapid growth in urban population, and the fact that such growth made it possible for these companies to rapidly reduce prices of the salable product and at the same time increase, in a marked degree, the earnings on the investment. In England, this feature has been encouraged by the Government,

through permitting gas companies not only to earn ten per cent., but to pay ten per cent. dividends, and to increase the dividends above ten per cent., provided the companies gave to their patrons, in the way of reduction in price, a designated proportion (I do not recall the figures) of the earnings above ten per cent. In addition to the encouragement named above, the Government discourages opposition companies. This discouragement amounts, practically, to exclusion.

6. The risks and hazards connected with the business of manufacturing and supplying illuminating gas in the City of New York are constantly increasing, owing to a variety of causes. The construction of subways, for instance, is likely to continue for many years, and as I am informed and believe, the City intends, shortly, to commence the laying of new and larger water mains. Work of this character not only increases the danger from explosions, due to the necessary interference with the gas mains, causing the escape of gas, but it adds materially to the cost of operation due to loss of gas through broken pipes and to the expense of using and repairing mains. The extension in the use of electricity for light and
7735 power and traction purposes also involves an increase in the risk from explosion, not only owing to the greater possibility of igniting any escaping gas, but also to the physical injury caused to the gas mains from electrolytic action, causing the disintegration of the iron of which the mains are made. The electric companies also enter into direct competition with the gas companies in the lighting business. The substitution to an increasing extent of asphalt for stone paving also adds to the cost of laying, removing and repairing the pipes of gas companies in the streets, and to the cost of finding and repairing leaky pipes; while the recent special taxation of the franchises adds a new and very heavy burden of expense to gas corporations engaged in business in the City of New York.

7. I have been a resident of New York for about fifteen years and have a general knowledge of the Consolidatd Gas Company and its relation to the consumers in the City of New York. Having due regard to the risks and hazards hereinbefore referred to in Paragraph 6, I am of the opinion that a reasonable price to be charged for its product would be such as would ensure net earnings of at least ten per cent. per annum on the investment. Underlying securities can be maintained at about par, when drawing a low rate of interest, only through the expenditure of a portion of net earnings in extensions, additions and improvements. To fix prices that would not permit such earnings to be made would be *pro tanto* a deprivation of its rights to earn upon its property and franchises fair and reasonable compensation in proportion to the special hazards hereinbefore referred to.

7736 COMPLAINANT'S EXHIBIT 229a.

CONSOLIDATED GAS CO. OF N. Y.

SALES OF GAS MADE AT CONSOLIDATED AND OUTSIDE COMPANIES FOR THE FOUR MONTHS ENDING OCTOBER 31, 1905.

		Sales.	Amount.	Cost Per M.
Consolidated	Make....	2,749,661,355	$978,823.65	35.60
New Amsterdam	"	696,408,934	244,165.71	35.06
Standard Co.	"	112,885,410	38,780.17	34.35
Mutual Co.	"	45,944,347	17,015.28	37.03
Central Union	"	25,052,665	8,606.73	34.35
Total		3,629,952,711	$1,287,391.54	35.47

COMPLAINANT'S EXHIBIT 230.

[Extract from Affidavit of Allan B. Forbes.]

6. In the case of gas and electric companies and other public utility corporations, of which class of securities I have a wide knowledge, one of the first considerations to an investor is the duration and security of the franchises and the probability of being able to utilize for an extended period whatever natural facilities there may be for expansion and improvement without undue interference or harassing competition. It is only where these questions can be satisfactorily answered that a public utility corporation will be favorably regarded as an investment, even if its present rate of earnings is fully equal to 10 per cent. net upon the reasonable value of its property over and above all interest, taxes and other fixed charges.

7737 COMPLAINANT'S EXHIBIT 231.

[Extract from Affidavit of Charles S. Fairchild.]

2. I have read the affidavit of Allen B. Forbes herein, verified on May 4, 1906. The statements therein contained with reference to the returns obtainable from investments of various kinds are true and conservative, according to my own experience. The business of manufacturing and supplying illuminating gas in the City of New York is subject to such wide fluctuations and involves such special risks and hazards, that, in my judgment, capital could not be secured for establishing a business of that kind, in the city of New York, which did not yield a return of about 10 per cent. per annum upon the fair value of the property of the company engaged in the business.

COMPLAINANT'S EXHIBIT 232.

[Extract from Affidavit of Frank A. Vanderlip.]

2. I have read the affidavits of Emerson McMillin and Allen B. Forbes herein, verified on April 30, 1906, and May 4, 1906, respectively. The statements therein contained with reference to the returns obtainable from investments of various kinds are true and conservative, according to my own experience. The business of manufacturing and supplying illuminating gas in the City of New York is subject to such wide fluctuations and involves such special risks and hazards, that, in my judgment, capital could not be secured for establishing a business of that kind, in the City of New York, which did not yield a return of about 10 per cent. per annum upon the fair value of the property of the company engaged in the business.

7738 COMPLAINANT'S EXHIBIT 233.

[Extract from Affidavit of Horace J. Morse.]

2. I have read the affidavit of Allen B. Forbes, herein, verified on May 4, 1906. The statements therein contained with reference to the returns obtainable from investments of various kinds are true and conservative, according to my own experience. The business of manufacturing and supplying illuminating gas in the City of New York is subject to such wide fluctuations and involves such special risks and hazards, that, in my judgment, capital could not be secured for establishing a business of that kind, in the City of New York, which did not yield a return of at least 10 per cent. per annum upon the fair value of the property of the company engaged in the business.

COMPLAINANT'S EXHIBIT 234.

[Extract from Affidavit of N. Wetmore Halsey.]

3. I have read the affidavit of Allen B. Forbes herein, verified on May 4, 1906. The statements therein contained with reference to the returns obtainable from investments of various kinds are true and conservative, according to my own experience. The business of manufacturing and supplying illuminating gas in the City of New York is subject to such wide fluctuations and involves such special risks and hazards, that, in my judgment, capital could not be secured for establishing a business of that kind, in the City of New York, which did not yield a return of at least 10 per cent. per annum upon the fair value of the property of the company engaged in the business.

COMPLAINANT'S EXHIBIT 235.

SUMMARY OF ASTORIA ESTIMATES, 9/11/06.

Items.	Expenditures to 5/30/06.	Estimated to complete.	Totals.
Items requested by Mr. Page	5,965,602.17	1,652,206.76	7,617,808.93
" not requested by Mr. Page	767,177.08	3,634,308.92	4,327,930.67
	6,732,779.25	5,286,515.68	11,945,739.60
Items not included in above, but required for complete plant:			
Cover for Coal Storage		400,000.00	400,000.00
60" Main and Ravenswood Pumping Station		620,000.00	620,000.00
Gas Pumping Station at Astoria		90,000.00	90,000.00
48" Piping		40,000.00	40,000.00
Paving		25,000.00	25,000.00
Office		50,000.00	50,000.00
Shops		40,000.00	40,000.00
Storage for Tar, Ammonia, etc		40,000.00	40,000.00
	6,732,779.25	6,591,515.68	13,250,739.60
Original Estimate			13,134,519.65
			116,219.95

NOTE:—The sum of columns Nos. 1 and 2, differ from the total as given in column 3 by $73,555.33, made up as follows:

Materiai and Supplies	$48,555.33
Advanced on account of Contracts	25,000.00

both of which are "Suspense Accounts" which will finally be closed out.

CONSOLIDATED GAS CO. OF NEW YORK.

E BOUND VERTICAL IN BOOK

7740 ITEMS NOT COVERED BY MR. PAGE'S INQUIRY.

Items.	Expenditures to 5/31/06.	Estimated to complete.	Totals.
New Fences	7,521.05	4,500.00	12,021.05
Land Drainage System	22,611.74	14,717.12	37,328.86
Hoisting Apparatus	7,753.51	1,000.00	8,753.51
Engineering Department	131,909.91	50,009.07	181,918.98
Railroad	18,920.10	4,613.09	23,533.19
Railroad Equipment	13,035.54	2,045.34	15,080.88
Astoria Tunnel	13,102.57	2,636,897.43	2,650,000.00
Coal Handling Machinery, (Unloading Towers)	3,942.54	228,563.68	232,506.22
Railway System, Coal (Standard Gauge).	1,405.10	83,769.00	85,174 10
Coal Handling Machinery:			
Adjacent to Inclined Retort House	31,209.96	51,609.13	82,819.09
Adjacent to Horizontal Retort House	31,914.31	55,611.99	87,526.30
Tar Tanks Underground:			
Pump House Building	2,381.41	3,132.34	5,513.75
Ammonia Tanks Underground:			
Pump House Building	2,489.92	3,659.15	6,149.07
Coke Handling Apparatus:			
Adjacent to Inclined Retort House	2,073.27	72,429.47	74,502.74
Adjacent to Horizontal Retort House	1,229.85	70,030.87	71,260.72
*Materials and Supplies	48,555.33		
Temporary Structures	24,015.88	1,000.00	25,015.88
Repairs to Hoisting Apparatus	2,091.23	1,083.65	3,174.88
Repairs to Water Plant and Mains	3,345.61	300.00	3,645.61
Repairs to Docks and Sea Walls	246.53	.....	246.53
Repairs to Tools and Implements	6,405.61	3,416.21	9,821.82
Repairs to Railroad & Equipment	12,342.29	5,858.70	18,200.99
Repairs to Boats	52.12	124.91	177.03
Repairs to Temporary Structures	1,908.08	637.38	2,545.46
Repairs to Buildings	5,122.59	7,000.00	12,122.59
	$395,586.05	$3,302,008.53	$3,649,039.25

*Item of "Materials and Supplies" will be finally wiped out.

7741 *Forward*	$395,586.05	$3,302,008.53	$3,649,039.25
Repairs to Permanent Fresh Water System	58.88	563.66	622.54
General Expense	30,133.96	6,964.99	37,098.95
West Condenser House	24,155.92	2,345.92	26,501.84
West Condenser House Contents	75,409.89	8,061.55	83,471.44
Office Expenses	19,429.83	7,217.11	26,646.94
Stable Expenses	6,409.06	1,414.68	7,823.74
Handling Cement	7,259.70	4,000.00	11,259.70
Storeroom Expense	3,449.28	1,500.00	4,949.28
Sundry Expense at Astoria	74,489.16	17,167.10	91,656.26
Insurance	15,969.70	5,000.00	20,969.70
Legal Expense	26,946.75	5,000.00	31,946.75
Taxes	57,878.90	9,000.00	66,878.90
Securities, Stocks and Bonds of other Companies	5,000.00		5,000.00
*Advanced on account of Contracts	25,000.00		
General Electric Distribution		40,013.63	40,013.63
Electric Power Station Contents		149,818.75	149,818.75
Coke Handling, Railway System		74,233.00	74,233.00
Totals	$767,177.08	$3,634,308.92	$4,327,930.67

*Item of $25,000.00 "Advanced on account of Contracts" is included in columns Two and Three in other forms.

7742 COMPLAINANT'S EXHIBIT 236.

COMPTROLLER'S CERTIFICATE.

THE CITY OF NEW YORK, *July* 6, 1904.

In pursuance of the provisions of Section 149 of The Greater New York Charter, I hereby certify that there remains unapplied and unexpended a balance of the appropriation Department of Water Supply, Gas and Electricity, Boroughs of Manhattan and The Bronx, lamps and lighting for 1904 applicable to this contract, sufficient to pay the estimated expense of executing the same, viz.: $500,000.00.

J. W. STEVENSON,
Deputy and Acting Comptroller.

O. K.
A. BEEKMAN.

COMPLAINANT'S EXHIBIT 237.

Series 1906.

No. 142.

[Certificate B.—Notice to Clerk of City or Town of Statement of Valuation of Special Franchise.]

OFFICE OF STATE BOARD OF TAX COMMISSIONERS.

ALBANY, N. Y., *March* 28, 1906.

To the Dept. of Taxes & Assessments, N. Y. City:

The State Board of Tax Commissioners has fixed and determined the valuation of the special franchise of the Consolidated Gas Company of New York, 4 Irving Place, New York City, for the
7743 year 1906, in and for the City of New York, Borough of Manhattan, in the County of ——, at the sum of $31,900,000, which valuation is fixed and determined as the assessed valuation of such special franchise in such tax district for purposes of taxation, as provided by Section 42 of the Tax Law, during the next ensuing year, which sum is to be entered by the assessors in the proper column in the tax roll *and you are required by the same section to deliver a certified copy of this statement to the assessors of your tax district within five days after receipt of this notice.*

Yours very truly,
STATE BOARD OF COMMISSIONERS,
By PETER DEYO, *Secretary.*

Lot 12.

COMPLAINANT'S EXHIBIT 238.

Section 522 of the Charter of the Greater New York, Laws of 1901, providing a penalty for failing to maintain a candle-power of twenty candles.

COMPLAINANT'S EXHIBIT 239.

Chapter 651 of the Laws of 1866, being an act to incorporate the New York City Mutual Gas Light Company.

COMPLAINANT'S EXHIBIT 97.

Original Operating Ledger from which compilations of results in 1905 were presented in Exhibit 94. Formerly marked Complainant's Exhibit 97 for Identification.

7744 COMPLAINANT'S EXHIBIT 240.

FOURTEENTH STREET STATION.

Record of Consolidated Gas Company for 1905 of the material used, etc.

COMPLAINANT'S EXHIBIT 241.

FORTY-SECOND STREET STATION.

Record of Consolidated Gas Company for 1905 of the material used, etc.

COMPLAINANT'S EXHIBIT 242.

FORTY-SECOND STREET STATION.

Record of Consolidated Gas Company for 1905 of the material used, etc.

COMPLAINANT'S EXHIBIT 243.

TWENTY-FIRST STREET STATION.

Record of Consolidated Gas Company for 1905 of the material used, etc.

COMPLAINANT'S EXHIBIT 244.

FORTY-FOURTH STREET STATION.

Record of manufacture of station for 1905.

GAS MADE FOR CONSOLIDATED G

	New Amsterdam Gas Company.			Standard Gas L	
	Cubic Feet.	Per M.	Amount.	Cubic Feet.	Pe
Nov.	210,249,100	37.73	$79,317.15	27,151,600	3
Dec.	239,374,400	39.74	95,121.47	29,077,400	4
Total.	449,623,500	38.80	$174,438.62	56,229,000	3

The net quantity of gas made for Consolidated Gas Co. under Agency Agre
net quantity for each month is calculated on the average ratio of sales to make for

COMPLAINANT'S EXHIBIT 233.

DE FOR CONSOLIDATED GAS CO. UNDER AGENCY AGREEMENTS (NET) FOR THE MONTHS OF NOVEMBER AND DECEMBER, 1905.

	Standard Gas Light Company.			Mutual Gas Light Company.			Central Union Gas Company			Total.		
.	Cubic Feet.	Per M	Amount.	Cubic Feet.	Per M.	Amount.	Cubic Feet.	Per M.	Amount.	Cubic Feet.	Per M	Amount.
5	27,151,600	36.50	$9,910.78	15,238,900	37.02	$5,637.90	8,352,800	40.09	$3,348.68	260,992,400	37.63	$98,214.51
7	29,077,400	40.01	11,635.04	17,052,000	37.94	6,469.79	8,892,000	38.94	3,462.29	294,395,800	39.64	116,688.59
2	56,229,000	38.32	$21,545.89	32,290,900	37.49	$12,107.69	17,244,800	39.50	$6,810.97	555,388,200	38.69	$214,903.10

d Gas Co. under Agency Agreements in the months of November and December, 1905, is calculated on the ratio of sales to make for the given months. In Exhibit 105 (Gas Commission hearing) the ge ratio of sales to make for the nominal year ending October 31st, 1905.

CITY'S EXHIBIT 31.

SUMMARY OF THE ACCOUNTS OF THE CONSTITUENT COMPANIES OF THE CONSOLIDATED GAS LIGHT COMPAN

Name of Company.	Amount paid by Consolidated Company for property.	Cost of property.	Appreciation of profit.	Stock issued by Consolidated Co. in payment of property.	Liabilities assumed by Consolidated Co., bonds, interest, taxes, dividends, etc.	Cash paid by Consolidated Company.	Balance due by Consolidated Company unsettled.
Manhattan	$11,966,461.60	$4,872,999.49	$7,093,462.11	$11,940,000	$590,724.08	$30,016.70	
New York	7,560,000.00	4,630,642.03	2,929,357.97	7,600,000	131,741.76	108,694.51	$1,000
Metropolitan	7,175,000.00	5,292,175.35	1,882,824.65	6,500,000	825,763.46	23,753.46	
Municipal	5,100,000.00	4,092,347.86	1,007,652.14		402,410.33		30,000
Knickerbocker	3,000,000.00	810,481.15	2,189,518.85	6,600,000	1,175,271.48	236,565.72	
Harlem	3,025,803.49	1,243,986.97	1,781,816.52	2,840,000	289,239.65	49,466.28	
	$37,827,265.09	$20,942,632.85	$16,884,632.24	$35,480,000	$3,415,150.76	$448,496.67	$31,000

Manhattan—The Consolidated Company assumed liabilities of the Manhattan Company to the amount of $620,740.78 (including cash paid by it) and received assets amounting to only $594,279.18, leaving a difference in favor of the Manhattan Company of $26,461.60, which is entered as an additional profit on the transfer of property, etc., over the appraised value of $11,940,000.

Harlem—The Consolidated Company assumed liabilities of the Harlem Company to the amount of $338,705.93 (including $170,000 bonds and $49,466.28 cash paid by it) and received assets amounting to $312,902.44, only including $170,000 consolidated stock withheld, leaving a difference of $25,803.49 in favor of the Harlem Company, which is entered as an additional profit on the transfer of the property over the appraised value of $3,000,000.

Harlem—The amount of stock actually issued by the Consolidated Company was $2,840,000—$10,000 more than the original allotment, for which difference the Consolidated Company received 140 shares of the Harlem Gas Light Company stock.

CITY'S EXHIBIT 31.

CCOUNTS OF THE CONSTITUENT COMPANIES OF THE CONSOLIDATED GAS LIGHT COMPANY OF NEW YORK—(Continued).

Cost of property.	Appreciation of profit.	Stock issued by Consolidated Co. in payment of property.	Liabilities assumed by Consolidated Co., bonds, interest, taxes, dividends, etc.	Cash paid by Consolidated Company.	Balance due by Consolidated Company unsettled.	Total.	Less assets taken over.	Balance, being amount of purchase money.
$4,872,999.49	$7,093,462.11	$11,940,000	$590,724.08	$30,016.70		$12,560,740.78	$549,279.18	$11,966,461.60
4,630,642.03	2,929,357.97	7,600,000	131,741.76	108,694.51	$1,000	7,841,436.27	281,436.27	7,560,000.00
5,292,175.35	1,882,824.65	6,500,000	825,763.46	23,753.46		7,349,516.92	174,516.92	7,175,000.00
4,092,347.86	1,007,652.14		402,410.33		30,000	8,444,247.53	344,247.53	8,100,000.00
810,481.15	2,189,518.85	6,600,000	1,175,271.48	236,565.72		3,178,705.93	142,902.44	3,025,803.49
1,243,986.97	1,781,816.52	2,840,000	289,239.65	49,466.28			10,000.00	
$20,942,632.85	$16,884,632.24	$35,480,000	$3,415,150.76	$448,496.67	$31,000	$39,374,647.43	$1,547,382.34	$37,827,265.09

any assumed liabilities of the
20,740.78 (including cash paid
ly $594,279.18, leaving a differ-
of $26,461.60, which is entered
roperty, etc., over the appraised

y assumed liabilities of the
5.93 (including $170,000 bonds
received assets amounting to
lidated stock withheld, leaving
Harlem Company, which is en-
nsfer of the property over the

lly issued by the Consolidated
than the original allotment, for
any received 140 shares of the

COMPLAINANT'S EXHIBIT 245.

NINETY-NINTH STREET STATION.

Record for 1905.

7745 COMPLAINANT'S EXHIBITS 246 AND 247.

Portions of Sundry Debtor's Blotters Nos. 13 and 14 relating to the City's account and the sale of residuals, scrap and other material relating to the production of gas for year 1905.

COMPLAINANT'S EXHIBIT 100.

Portion of Sundry Debtor's Ledger No. 3, relating to the accounts of the City of New York on the sale of residuals, scrap and other items relating to the production of gas for the year 1905. (Formerly marked Exhibit 100 for Identification.)

COMPLAINANT'S EXHIBITS 248 AND 249.

Portions of Sundry Debtor's Blotters Nos. 11 and 12, relating to same matters, for same period, as above.

COMPLAINANT'S EXHIBITS 250, 251, 252.

Portions of Sundry Debtor's Ledger No. 2 and Sundry Debtor's Blotters Nos. 15 and 16, relating to the same accounts for the year 1905, as above.

COMPLAINANT'S EXHIBIT 253.

Trial Balance Sheet from Original Balance Book No. 5, for October 1, 1905, being on pages 92, 93 and 94.

COMPLAINANT'S EXHIBIT 254.

Record of Gas Sales No. 5, as covering sales for calendar year 1905.

COMPLAINANT'S EXHIBIT 98.

Operating Journal for year 1905. Formerly marked Complainant's Exhibit 98 for Identification.

(Here follows Complainant's Exhibit 255, marked p. 7746, and City's Exhibit 31, marked p. 7747.)

7748 CITY'S EXHIBIT 32.

CONTRACT FOR CAST-IRON RENTAL RANGES.

OCTOBER 18, 1905.

PROPOSAL.

Chairman of the Executive Committee, Consolidated Gas Co. of New York, New York, N. Y.

DEAR SIR:

In response to your kind invitation to bid on your cast-iron ranges, we beg to submit the following special prices:

On approximately 2,000, 16-inch oven, and 500, 18-inch oven cast-iron ranges we bid as follows:

F. O. B. Cars, Baltimore, Not Crated.

16" Oven, 4 Burner, C. I. Gas Ranges.....	$11.25	each net
18" " " " " " "	13.25	" "

F. O. B. Cars in New York, in Car Lots, Not Crated.

16" Oven, 4 Burner, C. I. Gas Ranges.....	$11.75	" "
18" " " " " " "	13.75	" "

F. O. B. Cars, Baltimore, Crated.

16" Oven, 4 Burner, C. I. Gas Ranges.....	$11.75	" "
18" " " " " " "	13.75	" "

F. O. B. Cars, New York, in Car Lots, Crated.

16" Oven, 4 Burner, C. I. Gas Ranges.....	$12.20	" "
18" " " " " " "	14.25	" "

It is understood you are to furnish us with a set of working patterns and follow-boards. Delivery of the above to be made during the year 1906 as you may hereafter instruct, and you to have the option of doubling the above quantity, if desired, within the year 1906, upon ninety days' notice. The above quotation is contingent upon accidents and strikes in our works and other occurrences beyond our control. If favored with your order, we feel that
7749 deliveries can be made as required, and we hope that our quotations will be sufficiently low to interest you.

Yours very truly,

——— ———.

Nov. 3, 1905.

Consolidated Gas Company of N. Y., New York.

GENTLEMEN:

Replying to your valued favor of the 2nd, concerning our quotation of October 18th on cast iron Gas Ranges. Our prices are really figured out on a 30 days' net cash basis. However, we will allow you 1% for cash within 10 days from date of invoices, and hope the special prices we are quoting will secure us your order. Awaiting your commands, we are

Yours truly,

——— ———.

CONSOLIDATED GAS COMPANY OF NEW YORK,

128 East 15th St., *Nov. 14th*, 1905.

Gentlemen:

In connection with your bid for supply of ranges, you say that you require "a set of working patterns." Kindly let us know at once what you consider constitutes a *SET* of working patterns. We have in our possession ONE SET of sixteen-inch patterns (fallow-boarded) which, as I understand it, is a foundry capacity for about fifteen ranges per day. In case our requirements are for sixty to seventy-five a day, what arrangements would you make about the extra patterns on the "slow running Parts." At Albany we
7750 have what we term a set of MASTER PATTERNS, *which are in wood*. In running off working patterns from these they have been built up to the eighteen inch size, and as our requirements demanded, have been cut down to the sixteen inch size again. WE HAVE NO MASTER PATTERNS IN METAL. Kindly send your answer back by return of mail, and oblige,

Yours very truly, —— ——, *Supt.*

Nov. 15, 1905.

Subject: Patterns for Ranges.

Consolidated Gas Co. of New York, Mr. William J. Clark, Supt.

Dear Sir:

Replying to your favor of the 14th instant concerning working patterns for Ranges, *one complete set of iron patterns*, fallow-boarded, would enable us to produce approximately 15 complete ranges per day; if a greater number is required it would be necessary to have additional patterns and fallow-boards, which we could produce ourselves if you would ship us the wood master patterns, charging you with the actual cost of casting, finishing and fallow-boarding duplicate iron patterns, or you could have these duplicate iron patterns produced elsewhere, and forwarded to us as you prefer.

You have not as yet definitely advised us as to whether we have been awarded the order for ranges, but we have inferred from the recent correspondence that our estimate has been accepted, and we trust in the event of your placing the order with us you will give us all the time possible to get out the goods and furnish us with sufficient patterns so as to make them to good advantage. Awaiting your further orders regarding above, we are

—— ——.

7751 CITY'S EXHIBIT 33.

CONTRACT FOR GAS RANGES.

Nov. 23RD, 1905.

Mr. W. R. Addicks, Vice-President, Consolidated Gas Co. of New York, No. 4 Irving Place, New York.

DEAR SIR:

Referring to my quotation of yesterday, the 22nd inst., would request that you change the price named to read $11.63, or in other words, we now beg to quote you a net cash price of $11.63, ten days, F. O. B. New York on Ranges No. 16 on an order for four thousand (4000) ranges with an option to you of taking an additional four thousand (4000) during the year 1906.

Yours very truly, ——— ———.

CONTRACT FOR GAS RANGES.

Nov. 22ND, 1905.

Mr. W. R. Addicks, Vice-President, Consolidated Gas Co. of New York, No. 4 Irving Place, New York.

DEAR SIR:

Referring to our conversation of the 21st, I herewith hand you a net cash price of $11.87, ten days, F. O. B. New York, on Ranges No. 16; this being my understanding of a 3 per cent. discount upon the price quoted you of $12.24 on an order for four thousand (4000) ranges, with an option to you of taking an additional four thousand (4,000) during the year 1906.

Yours very truly, ——— ———.

7752 CONTRACT FOR GAS RANGES.

OCT. 30TH, 1905.

Chairman Executive Committee, Consolidated Gas Co. of New York, New York, N. Y.

DEAR SIR:

In accordance with request of your Purchasing Agent, Mr. North, we quote you as follows on furnishing to your Company,

2,000 No. 16 Gas Ranges.
500 No. 18 " "

for 1906 delivery to be made in a first-class manner, same as heretofore furnished you. All ranges to be tested before leaving our Works to a pressure of nine (9) pounds to insure against imperfect pipe and couplings and the whole to be made in a first-class workmanlike manner.

Prices F. O. B. New York via Boat or Rail.
No. 16 cast iron Gas Range..... $12.24
No. 18 " " " " $13.49
Prices F. O. B., crated.
No. 16 cast iron Gas Range..... $12.35
No. 18 " " " " $13.60
Prices F. O. B., uncrated.
No. 16 cast iron Gas Range..... $12.00
No. 18 " " " " $13.25

Terms: 60 days, with 2 per cent. off 10 days.

We also agree to furnish you in addition, on ninety days' notice, during the year 1906, at the same prices and terms,

2,000 No. 16 cast iron Gas Ranges.
500 No. 18 " " " "

or any part of that number you may elect.

In presenting our proposal we wish to call your attention to the fact that we have been manufacturing your ranges for the past three years and have become thoroughly familiar with all your re-
7753 quirements; furthermore, we have gone to the expense of making the necessary patterns and flasks to fill a rush order for you at the rate of one hundred (100) ranges per day.

We are perfecting new dies and stamps for the range, so that we will be able to advance the standard of quality, be that possible.

Trusting that we may be favored with your valued contract and assuring you of our best attention, we are,

Yours respectfully,

—— ——.

CONTRACT FOR GAS RANGES.

Nov. 3rd, 1905.

Mr. Edwin North, Pur. Agt., Consolidated Gas Co., No. 4 Irving Place, New York.

Dear Sir:

Replying to your esteemed favor of the 2nd, we are compelled to advise that it would be impossible for us to allow you a greater cash discount than that named in our quotation of the 30th ultimo. In naming you price on your Cast Iron Ranges we, of course, figured as low as is consistent with the turning out of a first-class article, and at that time took into consideration the cash discount on a 2 per cent. basis. Under these existing conditions we are, therefore, in justice to ourselves, unable to allow you greater cash discount than that already quoted.

Awaiting your further valued favors, we are,

Yours very truly,

—— ——.

CITY'S EXHIBIT, 34.

(For Identification.)

Being book called "Vouchers audited, Contracts." (Record, page 1,014.)

7754 CITY'S EXHIBIT 35.

October:	1904.	1903.	
14th St. Station.....	31.48	34.73	3.25
42nd St. "	36.24	40.54	4.30
21st St. "	30.88	36.12	5.24
44th St. "	29.27	34.58	5.31
99th St. "	28.59	35.94	7.35
November:			
14th St. Station.....	31.60	32.32	.72
42nd St. "	34.02	36.99	2.97
21st St. "	30.36	35.16	4.80
44th St. "	29.97	33.81	3.84
99th St. "	27.50	34.46	6.96
December:			
14th St. Station.....	30.26	32.29	2.03
42nd St. "	33.18	37.44	4.26
21st St. "	32.44	38.22	5.78
44th St. "	30.40	35.72	5.32
99th St. "	29.71	34.46	4.75
January:	1905.	1904.	
14th St. Station.....	30.36	34.72	4.36
42nd St. "	31.99	38.56	6.57
21st St. "	31.09	39.46	8.37
44th St. "	29.34	38.37	9.03
99th St. "	30.03	36.21	6.18
February:			
14th St. Station.....	29.68	36.12	6.44
21st St. "	30.58	38.03	7.45
42nd St. "	33.45	38.32	4.87
44th St. "	29.45	37.93	8.48
99th St. "	29.63	30.06	.43
March:			
14th St. Station.....	33.57	36.59	3.02
42nd St. "	35.18	41.02	5.84
21st St. "	29.91	41.96	12.05
44th St. "	28.27	38.38	10.21
99th St. "	29.73	32.91	3.18

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April:			
14th St. Station.....	27.17	33.08	5.91
21st St. "	32.73	39.38	6.65
42nd St. "	36.18	38.12	1.94
44th St. "	29.90	37.26	7.36
99th St. "	(not operating in April.)		

GAS MADE FOR CONSOLIDATED GAS

	New Amsterdam Gas Company.			Stand
	Cubic Feet.	Per M.	Amouut.	Cbbic F
November, 1904.....	224,434,800	33.51	$75,271.23	58,686,
December, 1904.....	254,929,200	31.85	81,218.40	57,278,
January, 1905.....	212,472,100	35.91	76,302.71	38,264,
February, "	156,638,200	36.37	56,968.83	23,379,
March, "	185,910,000	32.48	60,381.45	39,869,
April, "	123,277,200	34.78	42,874.20	21,427,
May, "	133,976,800	36.76	49,253.66	50,842,
June, "	102,894,300	39.11	40,240.30	41,671,
July, "	90,421,300	39.66	35,862.47	16,36
August, "	171,222,700	33.73	57,748.43	24,790,
September, "	213,695,300	33.11	70,762.52	22,350,
October, "	242,355,400	32.92	79,792.29	52,688,
Total (Nominal Year)....	2,112,227,300	34.40	$726,676.49	447,75

CITY'S EXHIBIT 36.

FOR CONSOLIDATED GAS CO. BY OTHER COMPANIES—NET—FOR THE NOMINAL YEAR ENDING OCT. 31ST, 1905. 7756

...dam Gas Company.		Standard Gas Light Company.			Mutual Gas Light Company.			Central Union Gas Company.			Total.		
Per M.	Amouut.	Cbbic Fe...	Per M.	Amount.	Cubic Feet.	Per M.	Amount.	Cubic Feet.	Per M	Amountl	Cubic Feet.	Per M.	Amount.
33.51	$75,271.23	58,686,500	31.78	$18,651.63	39,350,600	41.60	$16,371.61	.....	....	.....	322,471,900	34.20	$110,294.47
31.85	81,218.40	57,278,900	32.08	18,373.20	54,334,800	41.51	22,556.39	26,435,100	28.96	7,657.03	392,978,000	33.03	129,805.02
35.91	76,302.71	38,264,400	33.07	12,655.90	50,924,200	38.64	19,679.18	9,185,800	28.10	2,580.78	310,846,500	35.78	111,218.57
36.37	56,968.83	23,379,800	32.70	7,645.32	23,692,800	38.90	9,228.42	7,665,000	30.17	2,312.62	211,375,800	36.03	76,155.19
32.48	60,381.45	39,869,600	32.58	12,987.82	47,792,900	36.10	17,254.83	7,593,200	31.06	2,358.15	281,165,700	33.07	92,982.25
34.78	42,874.20	21,427,400	34.46	7,383.59	30,566,400	36.35	11,111.78	6,301,000	27.72	1,746.71	181,572,000	34.76	63,116.28
36.76	49,253.66	50,842,600	31.65	16,089.50	19,618,700	36.35	7,131.95	5,578,300	26.00	1,450.19	210,016,400	35.20	73,925.30
39.11	40,240.30	41,671,300	32.55	13,565.33	5,581,000	37.51	2,093.42	4,978,600	25.85	1,286.94	155,125,200	36.86	57,185.99
39.66	35,862.47	16,360,100	35.31	5,828.21	201,700	41.01	82.43	5,220,300	32.91	1,717.72	112,349,400	38.71	43,490.83
33.73	57,748.43	24,790,900	34.29	8,500.42	16,641,900	37.18	6,187.59	5,934,000	34.11	2,024.01	218,589,500	34.06	74,460.45
33.11	70,762.52	22,350,000	32.47	7,257.88	13,120,300	35.64	4,675.81	6,688,100	31.68	2,118.78	255,853,700	33.15	84,814.99
32.92	79,792.29	52,688,800	32.63	17,193.66	17,384,800	34.91	6,069.45	7,976,000	34.43	2,746.22	320,405,000	33.02	105,801.62
34.40	$726,676.49	447,756,300	32.64	$146,132.46	319,210,100	38.36	$122,442.86	93,555,400	29.93	$27,999.15	2,972,749,100	34.42	$1,023,250.96
											Less sold to Central Union Gas Company (February, 1905)..	2,967,000	34.20	1,014.68
											Net	2,969,782,100	34.42	$1,022,236.28

TORN PAGE

May:			
14th St. Station	32.26	36.02	3.76
21st St. "	30.17	35.44	5.27
42nd St. "	36.18	39.45	3.27
44th St. "	28.99	35.93	6.94
99th St. "	(Not operating.)		
June:			
14th St. Station	32.23	36.26	4.03
21st St. "	30.09	31.61	1.52
42nd St. "	36.75	39.95	3.20
44th St. "	30.42	38.31	7.89
99th St. "	(Not operating.)		
July:			
14th St. Station	34.19	38.59	4.40
42nd St. "	39.51	39.90	.39
21st St. "	33.35	32.49	.86
44th St. "	31.72	38.58	6.86
99th St. "	(Not operating.)		
August:			
14th St. Station	35.35	36.78	1.43
42nd St. "	36.39	34.51	1.88
21st St. "	33.85	32.73	1.12
44th St. "	30.74	36.09	5.35
99th St. "	29.97	39.87	9.90
September:			
14th St. Station	34.56	34.88	.32
42nd St. "	34.74	38.94	4.20
21st St. "	33.66	32.64	1.02
44th St. "	30.91	34.16	3.25
99th St. "	30.14	30.49	.35

(Here follows City's Exhibit 36, marked p. 7756.)

7757 CITY'S EXHIBIT 37.

14TH ST. STATION WORKS. LABOR ACCOUNT. FROM NOVEMBER 1ST, '04, TO OCTOBER 21, '05.

	Account.	Amount.	Per M.
Gas Production:	Retort House	89,961.95	.0661
	Boiler "	6,101.29	.0045
	Purifier "	4,353.58	.0032
	Superintendence	1,733.75	.0013
	Total Gas Making.....	102,150.57	.0751
Handling Material:	Coal Labor.....	3,721.03	.0027
	Coke "	27,052.85	.0199
	Enriching Mat'l Labor		
	Purifying " "	156.47	.0001
	Total Handling Mat'l..	30,930.35	.0227
	Total Gas Production.....	133,080.92	.0978
Expense		6,047.93	.0045
Distribution		7,375.25	.0054
Repairs:	Buildings	3,358.47	.0025
	Apparatus	29,304.97	.0215
	Tools and Implements.....	4,445.31	.0033
	Total Repairs	37,108.75	.0273
	Total Cost Account Labor.....	183,612.85	.1350
Cartage		4,449.54	.0033
Other Accounts (not included above).....		4,919.65	.0036
Total Pay Roll		$192,982.04	.1419

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CITY'S EXHIBIT 38.

42ND STREET WORKS, LABOR ACCOUNT, FOR 12 MONTHS ENDING OCTOBER 31, 1905.

	Account.	Amount.	Per M.
Gas Production:	Retort House	$133,052.47	.1039
	Boiler "	4,795.99	.0038
	Purifier "	4,788.46	.0037
	Superintendence	1,277.50	.0010
	Total Gas Making	$143,914.42	.1124
Handling Material:	Coal Labor	$18,897.87	.0149
	Coke "	$9,623.66	.0075
	Enriching Mat'l Labor.		
	Purifying Mat'l Labor.	98.14	.000
	Carbon Labor	43.20	.000
	Total Handling Mat'l.	$28,662.87	.0224
	Total Gas Production	$172,577.29	.1348
	Expense	7,210.61	.0056
	Distribution	$1,916.51	.0015
Repairs:	Buildings	$3,303.08	.0026
	Apparatus	13,118.95	.0102
	Tools and Implements	3,689.78	.0029
	Total Repairs	$20,111.71	.0157
	Total Cost Account Labor	$201,816.12	.1576
	Cartage	851.10	.0007
	Other Accounts—(Not included above)		
	63rd Street Station	5,971.29	.0046
	65th " "	6,167.11	.0048
	Other Accounts	3,094.92	.0024
	Total Pay Roll	$217,900.54	.1701

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CITY'S EXHIBIT 39.

44TH STREET STATION, LABOR ACCOUNT, NOVEMBER 1, 1904, TO OCTOBER 31, 1905.

Account.	Amount.	Per M.
Handling Material:		
Coal Labor	$3,850.94	.0017
Cartage	1,007.06	.0004
Coke Labor	49.03	....
Cartage	192.74	.0001
Total	$5,099.77	.0022
Generator House:		
Gas Makers		
Firemen and Helpers	$18,647.95	.0082
Handling refuse, including Tar, etc	1,165.06	.0005
Total G. H. Labor	$19,813.01	.0087
Boiler House:		
Engineers and oilers		
Firemen and helpers	$8,585.64	.0038
Dripmen		
Handling refuse		
Total B. H. Labor		
Purifying House	$1,222.37	.0006
Incidentals		
Superintendence	$2,920.00	.0013
Total Gas Production Labor	$37,640.79	.0166
Carried Forward	$37,640.79	.0166

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Brought Forward	$37,640.79	.0166
Repairs: Buildings	$3,006.60	.0013
Apparatus	10,754.83	.0049
Tools and Implements	1,415.13	.0006
Total Repairs	$15,176.56	.0068
Expense Account	$4,545.95	.0020
Distribution Account	$1,881.50	.0008
Total cost account labor	$59,244.80	.0262

Account.	Amount.	Per M.
Other Accounts (not included above)		
Scows	646.47	.0003
Dripmen	967.35	.0004
Cartage	2,711.04	.0013
Construction	797.88	.0003
Damage on account of Explosion	752.89	.0003
Removing Snow	318.16	.0001
Storing Coal	169.45	.0001
Empl. Coal, Bldgs, G. C., 14th St. Coke	71.65	....
Total	$65,679.68	.0290

7761 CITY'S EXHIBIT 40.

99TH STREET STATION, LABOR ACCOUNT, FROM NOVEMBER 1, 1904, TO OCTOBER 31, 1905.

Account.	Amount.	Per M.
Handling Material:		
Coal Labor	$4,157.43	.0030
Cartage	1,867.52	.0013
Coke Labor	125.39	.0001
Cartage	183.62	.0001
Total	$6,333.96	.0045
Generator House:		
Gas Makers	$5,148.66	.0037
Firemen and Helpers	5,849.82	.0042
Handling Refuse, including Tar, etc	3,354.35	.0024
Total G. H. Labor	$14,352.83	.0103
Boiler House:		
Engineers and Oilers	$3,596.83	.0025
Firemen and Helpers	1,825	.0013
Dripmen		
Handling Refuse	213.16	.0002
Total B. H. Labor	$5,634.99	.0040
Purifying House	$1,704.29	.0012
Incidentals		
Superintendence	2,555.00	.0018
Total Gas Production Labor	$30,581.07	.0218

Account.		Amount	Per. M.
Repairs:	Building	$1,476.21	.0011
	Apparatus	6,598.69	.0047
	Tools and Implements	776	.0005
	Total Repairs	$8,850.90	.0063
Expense Account		$4,705.04	.0033
Distribution Account		1,845.13	.0013
Total Cost Account Labor		$45,982.14	.0327
Other Accounts (not included above)		818.34	.066
Total Pay Roll		$46,800.48	.0333

7762 CITY'S EXHIBIT 41.

14TH STREET STATION. (COAL GAS.) ANALYSIS OF INCREASE IN COST TO MANUFACTURE—SEPTEMBER, 1905, COMPARED WITH SEPTEMBER, 1904.

Decrease of 19.80c per Ton on 8,926.63 Tons of Caking Coal used	*$1,767.47
Increase of 8.51 lbs. of Caking Coal used per M. 804,748.15 lbs. at 14.79c per cwt	1,190.22
Increase in labor Caking coal at .51c per M	482.28
Decrease in Caking Coal	*94.97
Increase in Residuals of .31c per M	*293.15
Total Decrease in Caking Coal	*388.12
Decrease of .326c per bu. on 1900 bus. of Oxide used	*6.19
Decrease of .18 c. f. of Water used per M. 17,022 c. f. at $1.00 per M. c. f	*17.02
Increase in Oil, Waste, etc., of .05c per M	47.28
Decrease in Material	*364.05
Increase on Gas making labor of .29 per M	274.24
Decrease in Material and Labor	*89.81
Increase in gas making labor of .15c per M	141.85
Decrease in Expense, Distribution, etc., of .35c per M	*330.98
	*278.94
Decrease in quantity of gas made	*1,614.04
Decrease in Cost at Station	*$1,892.98

*In red ink.

	Gas Made.	Per M.	Amount.
Sept. 1905	94,565,000	at 34.56c =	$32,680.22
1904	99,194,000	at 34.88c =	34,598.31
Variation	*4,629,000	*.32	$1,918.09

*Credit item.

7763 42D STREET STATION.

ANALYSIS OF INCREASE IN COST TO MANUFACTURE—SEPTEMBER, 1905, COMPARED WITH SEPTEMBER, 1904.

Decrease of 20.11c per Ton on 7,480.93 Tons of Caking Coal used	*$1,504.41
Increase of 4.84 lbs. of Caking Coal used per M. 415,968.96 lbs. at 14.66c per cwt	609.81
Decrease in Labor Caking Coal of .85c per M.	*730.52
Decrease in Caking Coal	*$1,625.12
Increase in Residuals of 1.42c per M.	*1,220.40
Total Decrease in Caking Coal	*$2,845.52
Decrease of .134c per Gal. on 153,089 Gals. of Gas Oil used	*205.14
Increase of .29 Gals. of Gas Oil used per M. 24,923.76 Gals. at 4.174c per Gal	1,040.32
Decrease of .10c per bu. on 5,100 bus. of Lime used	*5.10
Increase of .02 bus. of Lime used per M. 1,718.88 bus. at 4.90c per bu	84.23
Increase in Oxide (none used 1904)	798.44
Increase of .30 c. f. of Water used per M. 25,783 c. f. at $1.00 per M.	25.78
Increase in Oil, Waste, etc., of .03c per M.	25.78
Decrease in Material	*$1,081.21
Increase in Gas Making Labor of .22c per M.	189.08
Decrease in Material and Labor	*$892.13
Decrease in Repairs of 3.04c per M.	*2,612.70
Decrease in Expense, Distribution, etc., of .16c per M.	*137.51
	*$3,642.34
Increase in quantity of Gas made	2,610.00
Decrease in Cost at Station	*$1,032.34

* Credit item.

7764	Gas Made.	Per M.	Amount.
September, 1905	85,944,000	at 34.74c =	$29,858.75
" 1904	79,240,000	at 38.94c =	30,858.59
Variation	6,704,000	*4.20c	*$999.84

21ST STREET STATION.

ANALYSIS OF INCREASE IN COST TO MANUFACTURE, SEPTEMBER, 1905, COMPARED WITH SEPTEMBER, 1904.

Decrease of .35c per Ton on 3,711.87 Tons of Generator Coal used	*$12.99
Decrease of 2.07 lbs. of Generator Coal used per M, 600,459.39 lbs. at 19.46c per cwt	*1,168.49
Decrease of .76 lbs. of Generator Coke used per M, 220,458.52 lbs. at 15.00c per cwt	*330.69
Decrease in Generator Fuel	*$1,512.17
Decrease of 13.30c per Ton on 972.70 Tons of Boiler Coal used	*$129.30
Increase of 3.17 lbs. of Boiler Coal used per M, 919,544.09 lbs. at 18.56c per cwt	1,706.67
Decrease of 4.69 lbs. of Boiler Coal used per M, 1,360,461.13 lbs. at 15.00c per cwt	*2,040.69
Decrease in Boiler Fuel	*$463.32
Decrease in Generator and Boiler Fuel	*$1,975.49
Increase in Labor handling material of .12c per M	348.09
Decrease in Fuel	$1,627.40
Decrease of .143c per Gal. on 1,354,593 Gals. of Gas Oil used	*1,937.11
Carried Forward	*$3,564.51

* Credit item.

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Brought Forward	*$3,564.51
Increase of .10 Gals. of Gas Oil used per M, 2,900.77 Gals. at 4.183c. per Gal	1,123.39
Increase of 1.528c. per bu. on 18,348 bus. of Oxide used	280.36
Increase of .061 bu. of Oxide used per M., 17,694.70 bu. at 13.774c. per bu	2,437.28
Decrease of .08 c. f. of Water used per M., 23,206 c. f. at $1.00 per M. c. f	*23.21
Decrease in Oil, Waste, etc., of .02c. per M	*58.02

Decrease in Material	$195.29
Increase in Residuals, of .86c. per M	*2,494.66
Total Decrease in Material	*$2,299.37
Decrease in Gas making labor of .32c. per M	*928.25
Decrease in Material and Labor	*$3,227.62
Increase in Repairs of 1.98c. per M	5,743.52
Increase in Expense, Distribution, etc., of 12c. per M	348.09
	$2,863.99
Increase in quantity of Gas made	6,123.65
Increase in Cost at Station	$8,987.64

	Gas Made.	Per M.	Amount.
Sept. 1905	290,077,000	at 33.66c. =	$97,630.53
" 1904	271,309,000	at 32.64c. =	88,557.48
Variation	18,768,000	1.02c.	$9,073.05

* Credit Item.

7766 44TH STREET STATION.

ANALYSIS OF INCREASE IN COST TO MANUFACTURE—SEPTEMBER, 1905, COMPARED WITH SEPTEMBER, 1904.

Decrease of 6.70c. per Ton on 2,167.73 Tons of Generator Coal used	*$145.24
Decrease of 3.01 lbs. of Generator Coal used per M, 485,242.10 lbs. at 19.66c. per cwt	*953.99
Increase of 1.25 lbs. of Generator Coke used per M, 201,512.50 lbs. at 15.00c. per cwt	302.27
Decrease in Generator Fuel	*$796.96
Increase of 56.56c. per Ton on 93.81 Tons of Boiler Coal used	$53.06
Decrease of 1.74 lbs. of Boiler Coal used per M, 280,505.40 lbs. at 16.85c. per cwt	*472.65
Decrease of 1.67 lbs. of Boiler Coke used per M, 269,220.70 lbs. at 15.00c. per cwt	*403.83
Decrease in Boiler Fuel	*$823.42
Decrease in Generator and Boiler Fuel	*$1,620.38
Increase in Labor handling material of .16c. per M	257.94
Decrease in Fuel	*$1,362.44
Decrease of .1747c. per Gal. on 763,833 Gals. of Gas Oil used	*1,334.42

Increase of .25 Gals. of Gas Oil used per M, 40,302.50 Gals. at 4.2148 per Gal.	1,698.67
Increase in Oxide (None used 1904)	1,069.81
Decrease of .87 c. f. of Water used per M, 140,252.70 c. f. at $1.00 per M, c. f.	*140.25
Increase in Oil, Waste, etc., at .01c. per M.	16.12
Carried Forward	52.51

* Red Ink Item.

7767 Increase in Material (Bro't Forward)	$52.51
Increase in Residuals (No Residuals 1904)	1,052.00
Decrease in Material	*$999.49
Decrease in Gas Making Labor of .35c. per M	*564.24
Decrease in Material and Labor	*$1,563.73
Decrease in Repairs of 1.94c. per M	*3,127.47
Decrease in Expense, Distribution, etc., of .28c. per M.	*451.39
	*$5,142.59
Increase in quantity of gas made	18,989.78
Increase in Cost at Station	$13,847.19

	Gas Made	Per M.	Amount.
Sept. 1905	161,210,000	at 30.91c.=	$49,823.71
" 1904	105,611,000	at 34.16c.=	36,079.56
Variation	55,599,000	*3.25c.	$13,744.15

99TH STREET STATION.

ANALYSIS OF DECREASE IN COST TO MANUFACTURE—SEPTEMBER 1905, COMPARED WITH SEPTEMBER, 1904.

Decrease of 11.25c. per Ton on 1,312 Tons of Generator Coal used	$147.60
Increase of .26 lbs. of Generator Coal used per M., 23,708.88 lbs. at 20.03c. per M	*47.49
Decrease in Generator Coke of .06c. per M. (none used 1905)	54.71
Decrease in Generator Fuel	$154.82
Increase of 12.00c. per Ton on 81 Tons of Boiler Coal Used	*$9.72
Carried Forward	*$9.72

*Red Ink Item.

7768 *Brought Forward*	$9.72
Increase of 1.62 lbs. of Boiler Coal used per M., 147,724.56 lbs. at 16.43c. per cwt.	242.71
Increase in Boiler Coke (none used 1904)	69.42
Increase in Boiler Fuel	$321.85
Increase in Generator and Boiler Fuel	$167.03
Increase in Labor handling material	346.51
Increase in Fuel	$513.54
Decrease of .1808c. per Gal. on 391,722 Gals. of Gas Oil used	$708.23
Increase of .03 Gals. of Gas Oil used per M., 2,735.64 Gals. at 4.2208c. per Gal	115.47
Increase in Oxide (none used 1904)	364.00
Decrease of .28 c. f. of Water used per M., 25,532 c. f. at $1.00 per M. c. f.	25.53
Decrease in Oil, Waste, etc., of .11c. per M	100.31
Increase in Material	$158.94
Increase in Residuals (no Residuals 1904)	594.75
Net Decrease in Material	$435.81
Increase in Gas making labor of .01c. per M	9.12
Decrease in Material and Labor	$426.69
Increase in Repairs of .13c. per M	118.54
Increase in Expense, Distribution, etc. of .02c. per M	18.22
	$289.93
Decrease in quantity of Gas made	139.93
Decrease in Cost at Station	$429.86

	Gas Made.	Per M.	Amount.
Sept. 1905	91,188,000	at 30.14c. =	$27,487.97
" 1904	91,636,000	at 30.49c. =	27,946.15
Variation	448,000	.35c.	$458.18

7769 CITY'S EXHIBIT 42.

PRICES OF METERS AND DISCOUNTS ALLOWED.

5. (Q) Schedule of prices for meters supplied by the American Meter Company, showing prices charged and discounts allowed by that Company.

(A)

Size.	List.	Price.	Discount.
3 Light	$4.72	$4.50	5%
5 "	5.98	5.50	"
10 "	7.50	7.00	"
20 "	10.40	9.50	"
30 "	14.15	13.50	"
45 "	20.80	19.80	"
60 "	28.35	27.00	"
80 "	39.00	37.20	"
100 "	47.25	45.00	"
150 "	72.50	68.50	"
200 "	100.00	95.00	"
250 "	142.00	135.00	"
300 "	173.00	170.00	"

6. (Q) Statement showing the quantity of several grades or items that enter into the item of iron mass purchased during the year ending October 31, 1905, with a statement of prices paid for same, and the names of the Companies from whom purchased.

(A)

Connolly Iron Sponge Co....	22,500 Bushels	@ 15c.	=	$3,406.25
Bouker Chemical Company	13,750 "	@ 12½c.	=	1,735.00
Greenpoint Chemical Co..	52,500 "	@ 14½c.	=	7,612.50
Total....	88,750 "	@ 14⅓c.	=	$12,753.75

7770 CITY'S EXHIBIT 43.

CONSOLIDATED GAS COMPANY OF NEW YORK. ANSWERS TO QUESTIONS ASKED FOR BEFORE THE GAS COMMISSION ON DECEMBER 11, 1905.

1. (Q) Map of the Company's property (Borough of Manhattan) on the City lot plan, with Tax numbers at the bottom of the lots.

(A) Map is in process of preparation.

2. (Q) The usual cash discount on coal bills under coal contract "Q" (Exhibit 118H), and a statement showing the discount allowed on all purchases of coal under said contract since its inception.

(A) There is no cash discount on coal bills under contract "Q" as noted. The only cash discount that the Company obtains on its purchases of coal is from Coxe Bros. & Co., who allow us a deduction of 6% per annum from the date of payment to the due date, 30 days from the date of the bill.

3. (Q) Transcript of the ledger account showing number of meters of each size purchased, and price paid for same during the twelve months ending October 31, 1905; also statement of discounts or rebates received on purchases of meters.

ORDINARY METERS.

Size.	Purchased. Number.	Invoice. Total.	Delivered. Parts net.	Invoice. Net.	Discount.	Cost. Net.
3	500	$2,250.00	$60.00	$2,190.00	$109.50	$2,080.50
5	11,700	64,350.00	1,638.00	62,712.00	3,135.60	59,576.40
10	1,000	7,000.00	245.00	6,755.00	337.75	6,417.25
20	450	4,275.00	166.50	4,108.50	205.42	3,903.08
30	62	837.00	31.00	806 00	40.30	765.70
45	37	732.60	25.90	706.70	35.33	671.37
60	25	675.00	21.50	653.50	32.67	620.83
100	12	540.00	19.44	520.56	26.02	494.54
150	5	342.50	12.50	330.00	16.50	313.50
200	2	190.00	5.00	185.00	9.25	175.75
		$81,192.10	$2,224.84	$78,967.26	$3,948.34	$75,018.92

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PREPAYMENT METERS.

Size.	Purchased. Number.	Invoice. Total.	Delivered. Parts net.	Invoice. Net.	Discount.	Cost. Net.
3	8,000	$62,200.01	$960.00	$61,240.01	.....	$61,240.01
5	1,700	14,832.51	238.00	14,594.51	.....	14,594.51
		$77,032.52	$1,198.00	$75,834.52	.....	$75,834.52

4. (Q) Statement of quantities of pipe we have bought for use either as mains or services, for twelve months ending October 31, 1905, and the price paid for them, with the names of the Companies from whom purchased on a separate sheet.

(A) We have bought during this nominal year for use on mains as follows:

2,474 Net Tons 1204 lbs. @ $24.43 per Net Ton.....
2,209 Gr. " 1044 " @ $27.36 " Gr. " ..... } $60,455.20

To determine how much pipe we have bought for services would be a tremendous clerical proposition, as it would involve the examination and analysis of about 500 different bills. Would not an estimate from the Street department serve the purpose of the Committee?

CITY'S EXHIBIT 44.

PLANT AND OPERATIONS FOR THE NOMINAL YEAR ENDING OCTOBER 31, 1905.

1. (Q) Number of miles of each size of Street Mains in use owned by the Consolidated Gas Co.

Answer to Question No. 1.

	1½"	.266 Miles
	2"	.804 "
	3"	31.985 "
	4"	96.097 "
	5"	.340 "
	6"	396.010 "
7772	8"	98.066 Miles
	10"	13.361 "
	12"	60.844 "
	16"	18.631 "
	18"	5.610 "
	20"	33.520 "
	24"	8.697 "
	30"	24.886 "
	36"	4.212 "

2. (Q) Number of miles of mains of each size laid before 1860.
(A) Cannot answer.
3. (Q) The same information for all mains laid before 1880, including those laid before 1860.
(A) Cannot answer.
4. (Q) Number of services in use owned by the Company.
(A) Number of services in use as at October 31, 1905, was 86,338.
5. (Q) Number of meters of each size owned by the Company.
(A) Number of meters owned as at October 31, 1905, was as follows:

Size.	Number owned.
3 Lt	207,499
5 "	86,924
10 "	31,285
20 "	9,984
30 "	3,036
45 "	2,082
60 "	1,024
100 "	1,018
150 "	235
200 "	224
250 "	34

300	"	152	
600	"	1	
800	"	1	
			343,499
3	Lt. Prepayment	93,462	
5	" "	4,260	
20	" "	2	
			97,724
	Total		441,223

7773 6. (Q) Number of meters of each size bought before 1880.

(A) Cannot answer.

7. (Q) Price paid per ton for cast iron water pipe delivered alongside of the trench each year since 1900.

(A) We have no positive data as to the cost of this pipe delivered alongside of trench since 1900, but cost of pipe delivered on the dock was as follows:

	Gross ton.	Net ton.
1900	$22.35	$19.95
1901	22.25	19.95
1902	26.35	23.52
1903	29.70	26.52
1904	23.20	20.71
1905	25.17	22.47

8. (Q) Number of miles of each size of mains laid from January 1, 1901, to December 1, 1905, with the approximate cost of same per foot.

(A) This question necessitates a vast amount of clerical labor. The work is now under way in the Street Department, and will probably be ready shortly.

9. (Q) What would be the cost of same per foot (a) for materials (b) for all other expenses, such as laying, etc., if the prices of 1905 for labor and material had prevailed during the previous three years?

(A) The prices of both labor and material have not changed materially during the last three years; at least not enough to affect the cost of main per foot. Price of labor has increased 15% over 1901.

10. (Q) Does the Company own and lay at its own expense the services (a) from the curb to the lot line (b) from the lot line to the building?

(A) The Company owns and lays at its own expense the services from curb to lot line and from lot line to the building, and inside the building wall an average distance of 3 feet.

11. (Q) If not, what are the facts in the case?
(A) Covered by answer to Question No. 10.
1. (Q) Income from operations.
1. (Q) Feet of gas sold by meter to consumers.
7774 2. (Q) Receipts for the same.
3. (Q) Number of street lamps and receipts for gas used by them.
4. (Q) Receipts for care of lamps and other expenses connected with the street lamps.

Answers to Questions 1, 2, 3 and 4.

	Cubic feet.		Amount.
Sales to Private Consumers.....	12,906,438,650	C. F. @ 99.91	$12,894,552.64
" " N. Y. City Public Buildings.	130,725,900	" @ 90.00	117,653.45
" " N. Y. City Street Lamps...	271,199,223	" *	559,823.11
	13,308,363,773		$13,572,029.20
*Open Flame Lamps.... $17.25 per lamp per Year } including Welsbach Lamps..... 24.75 " " " " " } Maintenance.			
Lamps outstanding as at Oct. 31, 1905, Open Flame 216,			
Single Wels.....		22,755	
Double "		4	
Special Deductions.....			1,448.43
Net Sales.....			$13,570,580.77

MEMORANDUM.

Meters are purchased by us from the American Meter Company and from D. McDonald and Company.

Pipe has been bought during the nominal year by us from the United States Cast Iron Pipe and Foundry Company.

5. (Q) Gas sold to other companies and receipts for the same.
(A) No gas sold to other Companies.
6. (Q) Amount of coke sold and receipts thereof.
(A) Coke produced for sale:

14th St. Station.			
86,380.47 Loads @ $2.07 } $178,527.11 57,844.06 Tons @ $3.08 }			
Less Cost to handle:			
Labor and Cartage..	34,821.03		
		$143,706.08	
Carried forward.....		$143,706.08	$13,570,580.77
7775			
Brought forward.....		$143,706.08	$13,570,580.77
42nd St. Station.			
85,024.00 Loads @ $1.94 } $164,999.83 56,932.93 Tons @ $2.90 }			
Less Cost to handle:			
Labor and Cartage.....	14,234.34		
		$150,765.49	
			$294,471.57

7. (Q) Amount of tar sold and receipts therefor.
(A) Coal Tar.

14th St. Station.
127,195.16 Tons Carbonized @ 29.10c..... $37,014.90
42nd St. Station.
108,391.57 Tons Carbonized @ 29.07c..... 31,512.18
$68,527.08

Oil Tar.

21st St. Station.
1,393,351 Gallons @ 01.97c. $27,490.15
44th St. Station.
907,572 Gallons @ 01.78c. 16,149.78
99th St. Station.
522,461 Gallons @ 01.91c. 9,997.17
$53,637.10
122,164.18

8. (Q) Amount of ammoniacal liquor and receipts therefor.
(A) 14th St. Station.

2,699,080 lbs. @ 01.36c..... $36,668.15
42nd St. Station.
2,284,671 lbs. @ 01.36c..... 31,139.29
67,807.44

9. (Q) Amount of other residual products and receipts therefor.

Carried Forward $14,055,023.96

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Brought Forward $14,055,023.96

(A) Carbon:

14th St. Station.
218,955 lbs. @ 01.00c..... $2,189.55
42nd St. Station.
330,635 lbs. @ 01.00c..... 3,306.35
5,495.90

Spent Oxide:

14th St. Station.
3,022,870 lbs. @ 00.11c..... $3,400.73
42nd St. Station.
1,368,654 lbs. @ 00.10c..... 1,368.65
4,769.38

10. (Q) Rent of Meters.
(A) Company does not rent meters.
11. (Q) Rent of gas stoves and engines.
(A) Company does not rent Engines.
Gas Stoves rents for the period were... 120,768.60

12. (Q) Miscellaneous income from operations.
(A) Miscellaneous income 49,997.80

13. (Q) Total income.
(A) Total Income $14,236,055.64

11. Expense of Manufacture:

Note: Give answers to all the following questions on cost of manufacture for each station, and afterwards for all stations in the aggregate.

(A) Note: Figures given below are in the aggregate for all stations. The same information for each separate station is now being compiled.

1. (Q) Maximum daily capacity of each station in (*a*) coal gas and (*b*) water gas and (*c*) oil gas, for mixture with the coal gas.

2. (Q) Maximum daily output during the twelve months, of each station in (*a*) coal gas, (*b*) water gas, and (*c*) oil gas.

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3. (Q) During what days, if any, since January 1st, 1904, was no gas whatever made at one or more of the stations.

Answer to Questions 1, 2 and 3. The Engineering Department will furnish this information.

4. (Q) Total amount of gas made at each station during the year of (*a*) coal gas, (*b*) water gas, (*c*) oil gas.

(A) Total Gas made:

14th St. Station....	1,528,773,000	C. F.*	Coal & Oil Gas
42nd St. Station....	1,280,813,000	"	" " "
21st St. Station....	4,185,341,000	"	} Water Gas.
44th St. Station....	2,263,444,000	"	
99th St. Station....	1,401,538,000	"	
	10,659,909,000	"	

*Coal Gas made at 14th St..... 1,360,284,000 C. F.
Oil Gas made at 21st St. for 14th Street .....
o Cannot separate..... 168,489,000 "

5. (Q) Where was the oil gas made at each station used.
(A) Oil Gas made at 21st Street is used at 14th Street station. Oil Gas used at 42nd Street is used at that point.

6. (Q) Cost of purifying (*a*) material, (*b*) labor.
(A) Cost of purifying—Coal Gas Plants:

Lime	$2,957.93		
Oxide	6,609.80		
		9,567.73	
Labor		9,198.74	
			$18,766.47

7. (Q) Amount and cost of water.
(A) Water — at Coal Gas Plants — 6,984,000 Cu. Ft. 6,984.00

8. (Q) Maintenance and Renewal of works, including renewal of retorts.

Carried Forward $25,750.47

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Brought Forward..... $25,750.47

9. (Q) Tools and Implements.

Answers to Questions 8 & 9:

Repairs to Apparatus at Coal Gas Plants....	$71,866.41	
Repairs to Buildings at Coal Gas Plants....	9,396.00	
Tools	10,417.69	
		91,680.10

10. (Q) Cost of cartage of coal.

(A) Coal Cartage—Coal Gas Plants..... 15,312.96

11. (Q) Cost of labor at works, including superintendent, but exclusive of cartage, repairs and purifying.

(A) General Labor at Works—Coal Gas Plants 302,190.19

12. (Q) Amount and cost of gas received at each station from any other station.

(A) The only gas transferred between stations of which any financial record is kept is the Oil Gas made at 21st St. for account of 14th St., the cost of which is charged against 14th St. Operations, as follows:

Coal	$48.25	
Oil	137,602.63	
Coke	7.90	
Sundry Supplies.....	118.47	
Labor	9,603.51	
		147,380.76

13. (Q) Amount and cost of coal used in water gas generators.

(A) Coal used in water gas generators, 105,650.80 Tons..... 461,772.39

NOTE.—In this, and the following items, unless otherwise specified, exclude the cost of cartage and other items above called for.

Carried Forward..... $1,044,086.87

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Brought Forward..... $1,044,086.87

Answer to Note.—Cartage in the following items has been eliminated.

14. (Q) Amount and value of coke used in water gas generators.

(A) Coke used in Water Gas Generators:

33,952.28 Loads, } .....
22,735.90 Tons } 74,855.07

15. (Q) Amount and value of coal used under the boilers for making water gas.

(A) Coal used under Boilers—Water Gas Stations—9,159 Tons..... 36,075.16

16. (Q) Amount and cost of oil used for making water gas.

(A) Oil used in making Water Gas:
36,061,742 Gallons..... 1,472,302.60

$2,627,319.70

17. (Q) Amount and value of coal tar used in making water gas.

(A) The Company's product of Coal Tar is disposed of under contract.

18. (Q) Amount and value of water gas used in making water gas.

(A) The Company keeps no financial record showing the use of this fuel, as all material used in Generators is charged to "Gas Production" when used—the only credit to "Gas Production" covering this residual being for such oil tar as is sold.

19. (Q) Purifying material and labor for water gas, separate from other forms of gas made.

(A) Purifying Material & Labor—Water Gas Plants:

Oxide	$12,268.63	
Shavings	189.49	
		12,458.12

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Labor	5,304.98

20. (Q) The same for water.

(A) Water Gas Stations..... 16,625.40

21. (Q) Same of wages at works.

(A)

General Labor—Water Gas Stations..	167,980.06
Less—Purifying Labor, shown above..	5,304.98
	$162,675.08

22. (Q) The same of repairs at works.

(A) Repairs—Water Gas Plants:

Repairs to Apparatus	$97,247.48	
do Buildings...	16,098.10	
do Tools.....	6,069.86	
		$119,415.44

23. (Q) The same of gas supplies.
(A) Sundry Supplies—Water Gas Plants.. 2,021.12

24. (Q) The same of miscellaneous expenses,
(A) Miscellaneous Expenses—Water Gas Plants:

Cartage on Coal.....	$2,972.52	
Naphtha	244.43	
General Cartage.....	14,797.13	
Sundries, Incidentals, etc.	15,054.77	33,068.85

25. (Q) Total expenses for water gas. 2,396,574.21
(A) Total Cost of Water Gas..... 2,457,604.54
" " " " " (including Distribution) .....

26. (Q) Total expenses per thousand feet of Water Gas made.
(A) Cost per M. made—Water Gas—30.53c
" " " " " 31.29c
including Distribution.

27. (Q) Amount and value of receipts from water gas tar produced.
(A) Water Gas Residuals—2,823,384 Gallons 53,637.10

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28. (Q) The net cost per thousand feet of water gas in the holder.
(A) Net Cost per M. Water Gas 29.83c.
" " " " " " 30.60c.
including Distribution.

29. (Q) The above items of cost to manufacture for oil gas as far as they will apply.
(A) Answer to Question No. 12 covers this Question.

30. (Q) Coal used in retorts for making coal gas, amount and cost apart from cartage.
(A) Coal—Coal Gas Plants—235,586.73 Tons 758,068.60

NOTE.—The following items, unless otherwise designated, relate to coal gas.

31. (Q) Amount and value of coal used under boilers.

32. (Q) Amount and value of coke and other material used under boilers.

Answers to Questions 31 and 32.

Our records do not show this as a separate item.

33. (Q) Amount of oil used separately not included in the above schedules relative to water gas and oil gas.

(A) Gas Oil used at 42nd Street Station for making Oil Gas:

2,071,383 Gallons..... 83,740.93

34. (Q) Amount and value of tar used.

(A) The Company's product of Coal Tar is disposed of under contract.

35. (Q) Cost of purifying materials and labor for coal gas.

(A) Answer to Question No. 6 covers this Question.

36. (Q) The same of water used.

(A) Answer to Question 7 covers this question.

37. (Q) The same of labor and materials for repairs.

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(A) Answer to Questions 8 & 9 cover this question.

38. (Q) The same for wages at works.

(A) Answer to Question No. 11 covers this question.

39. (Q) The same for gas supplies.

(A) Sundry Supplies, Coal Gas Plants.... 2,950.87

40. (Q) The same for other expenses of manufacture.

(A) Other Expenses of Manufacture—Coal Gas Plants:

Cartage	$3,033.02
Sundries, Incidentals, etc.	7,488.02
	10,521.04

41. (Q) Total expenses, same for gas bought.

(A) Total Expenses—Coal Gas Stations, including Oil Gas made at 21st St. Station.. 1,432,750.76

Total Expenses—Coal Gas Stations, including Distribution..... 1,462,119.95

42. (Q) Amount and value of coke produced, whether used or sold.

(A) Our only records are so kept as to show "Coke Produced for sale only."

43. (Q) Amount and value of coke sold or available for sale out of the year's product.

(A) The amount so produced for the Nominal Year is shown in detail on Page No. 5, Question No. 6.

44. (Q) Amount and value of coal gas tar made.
(A) Our arrangement for the disposal of the Coal Gas Tar is based on the "Number of tons of coal carbonized."

45. (Q) Amount and value of coal gas tar sold or available for sale out of the year's product.
(A) Full details showing the credit to "Gas Production" for the Nominal Year is shown on Page No. 5, Question No. 7.

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46. (Q) Amount and value of ammoniacal liquor sold or available for sale out of the year's product.
(A) Answer to Question No. 8 on Page No. 5 covers this question.
(Q) Cost of distribution and other expenses not included in the above named Costs of production.
(A)

Total Expenses for Water Gas	$2,342,937.11	
Total Expenses for Coal Gas	991,679.39	
		3,334,616.50
Distribution at Station	$31,557.73	
Distribution Station Expense	58,841.79	
		90,399.52
Profit and Loss Adjustment—Miscellaneous Items		4,101.12
Depreciation—actual Depreciation for November and December, 1904, applicable to the Plant; the amount being apportioned on the basis that the sales for these two months bears to the total sales		51,532.36
Experiments—Chemical Laboratory at 21st Street Station		2,912.70
Total Station Expenses aside from Gas bought		$3,483,562.20

7784 NOTE.—This is for the Consolidated Gas Co. as a whole for the twelve months ending October 31st, 1905.

1.	(Q)	Wages of meter-takers and salary or commission of collectors and wages of clerical labor.	
	(A)	Wages of Meter-takers, salaries, etc	$543,898.54
2.	(Q)	Repairs, renewals and maintenance of mains and service pipes, tools and appliances.	
	(A)	Repairs, Renewals, Maintenance, etc	249,629.30
3.	(Q)	The same of meters.	
	(A)	Repairs to Meters	172,280.18
4.	(Q)	The same of Gas Stoves.	
	(A)	Repairs to Gas Stoves	52,063.05
5.	(Q)	Lighting, repairing and other care of public lamps.	
	(A)	Lighting, Repairing Lamps, etc	285,701.13
6.	(Q)	Directors' Allowances.	
	(A)	Directors' Allowances	11,040.00
6½.	(Q)	Salaries of General Officers.	
	(A)	Salaries of General Officers	64,000.00
		Carried Forward	$1,378,612.20

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		Brought Forward	$1,378,612.20
7.	(Q)	Salaries and all expenses for labor not included elsewhere in Distribution.	
	(A)	Salaries and all expenses for labor not included elsewhere in Distribution	196,725.73
8.	(Q)	Rent of offices not owned by the Company.	
	(A)	Rent of offices and other property	51,558.12
9.	(Q)	Advertising, canvassing and soliciting.	
	(A)	Advertising, canvassing and soliciting	76,119.90
10.	(Q)	General Office expenses.	
	(A)	General Office expenses	85,297.38
11.	(Q)	Law Expense.	
	(A)	Law Expense	53,270.76

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12.	(Q)	Claims, accidents and damages.			20,601.61
	(A)	Damages, etc.			85,757.15
13.	(Q)	Bad Debts.			
	(A)	Bad Debts.			
14.	(Q)	Royalties and Licenses.			
	(A)	Royalties and Licenses—None paid.			
15.	(Q)	Incidental Expenses.			76,729.98
	(A)	Incidental Expenses.			$2,024,672.83
		Carried Forward			$2,024,672.83
7786		*Brought Forward*			92,901.57
15a.	(A)	Other items not shown above:			
		Distribution—Material			52,315.73
		Interest			55,525.90
		Insurance			14,803.57
		Superannuation			6,392.21
		Contributions to Employes' Aid Society			*8,260.96
		Profit and Loss Adjustment			803,127.46
		Taxes			1,114,236.38
		Contingent Expense and Depreciation			$4,155,714.69
16.	(Q)	Total Expenses of Distribution.			
	(A)	Total Expenses of Distribution.			
17.	(Q)	Amount of gas bought from each outside Company, and price paid for same.			
	(A)	Gas made for our account as follows (excluding leakage).		$726,676.49	
		New Amsterdam Gas Co.	2,112,227,300 C.F. @ 34.40c.	146,132.46	
		Standard Gas Lt. Co.	447,756,300 " " 32.64c.	122,442.86	
		Mutual Gas Light Co.	319,210,100 " " 38.36c.	26,984.47	
		Central Union Gas Co.	90,588,400 " " 29.93c.		$1,022,236.28
			2,969,782,100 " " 34.42c		

* In Red Ink.

7787	18. (Q)	Total amount of gas made and bought.			
	(A)	Gas made (our stations)	10,659,909,000	C. F.	
		" " outside stations (including leakage)	3,062,354,768	"	
		Total amount of Gas made and bought	13,722,263,768	"	
	19. (Q)	Total amount of gas sold.			
	(A)	Gas sold	13,308,363,773	C. F.	
	20. (Q)	Total expense operation, whether in manufacture or distribution or gas bought.			
	(A)	Operating Expenses:			
		Gas production	$3,483,562.20		
		Gas made for our account	1,022,236.28		
		Distributing Expenses	4,155,714.69		
					8,661,513.17
7788	21. (Q)	Total income from operations.			
	(A)	Income from operation			13,570,580.77
	22. (Q)	Earnings from operation.			$4,909,067.60
	(A)	Earnings from operation			936,883.24
	22*a*. (A)	Fixed Charges			
	22*b*. (A)	Net Earnings from Operations			$3,972,184.36
	22*c*. (A)	Miscellaneous Income			170,766.40
		Divisible Surplus			$4,142,950.76

1. (Q) Additions to the Consolidated plant by items with the cost of each from June 30, 1904, to December 1st, 1905.
2. (Q) Map showing the location of all of the gas works and the holders and the mains larger than 12 inches.
3. (Q) Locate and give capacity of each gas holder, with its age and estimated value and character of construction.

NOTE.—The answers to these three questions necessitate a little more time to get out satisfactorily.

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7789 CITY'S EXHIBIT 45.

(For Identification.)

(Being statement of gas made for Consolidated under agency agreements, net, for months of November and December, 1905.)

7790 COMPLAINANT'S EXHIBIT 227.

STATE OF NEW YORK.

No. 47.

IN SENATE.

MARCH 1, 1886.

REPORT

Of Special Committee of Senate to Investigate Lighting Companies.

To the Senate:

The following is a resolution of the Senate, under which this committee was appointed:

"WHEREAS, It appears by the records of the Secretary of State, that the New York, Manhattan, Metropolitan, Municipal, Knickerbocker and Harlem Gas Companies are the only corporations that have consolidated, pursuant to the provisions of chapter 367 of the Laws 1884; and

"WHEREAS, The total share capital of said companies prior to said consolidation was represented by the par value of seventeen millions of dollars; and

"WHEREAS, It appears in evidence, before a special committee of the Senate, that the said par value is represented in the said consolidation by a nominal share capital of $35,440,000, par value, which, it has been alleged, is beyond the fair aggregate value of the property, franchises and rights, of the said constituent companies as required by said act; therefore,

"RESOLVED, That a special committee of three senators be appointed by the President of the Senate and directed to in-

7791 vestigate the said consolidation and capitalization, and to report at the next session of the Legislature whether in fact said statute has been evaded, disregarded or in any manner violated, and whether the said consolidation has been capitalized on the said basis of 'the fair aggregate value of the property, franchises and rights' of its constituent companies, or otherwise; and what legislation, if any, in respect to lighting companies, is required by the public interests; and that such committee have power to send for persons and papers and to employ a stenographer, counsel and experts for the purpose of aiding in such investigation."

The nominal capital of the Consolidated Gas Company of New York on the 11th day of November, 1884, was $39,078,000.

The aggregate nominal capital of all the companies which entered into the consolidation was, on the same day, $17,000,000.

No capital of any kind was contributed to the Consolidated Company except that which was transferred to it by the several constituent companies. Of the property so transferred, the sum of $2,139,089 was returned to the shareholders of these several companies.

These facts having been ascertained, the question seemed to be this, namely: How is it that upwards of $2,000,000 taken from $17,000,000 leaves a little more than $39,000,000? The difficulty of finding a satisfactory answer was increased, if possible, when it was found that this nominal capital of $17,000,000 represented an actual capital of only $15,500,000.

At this point in the investigation the question seemed to resolve itself into this, viz: How has a capital of $15,500,000 become a nominal capital of $39,078,000 by a simple change of form, without any addition to the capital, but accompanied, on the contrary, by the withdrawal of $2,139,089?

7792 The committee was not disposed to assume hastily that this was a mere device designed to put the new company in a more secure and favorable position than that occupied by the old for exacting undue profits by over-taxing the consumers of gas.

Expert accountants were employed to examine the books of the companies named in the foregoing resolution. In order to reach well assured conclusions, and do justice to all concerned, it was necessary to cause an examination to be made of the entire financial history of each of the gas companies which entered into the scheme of consolidation. This inquiry covered a period of about sixty-two years, beginning with the organization of the New York Gas-light Company in 1823. Without that investigation it would be impossible to ascertain the actual capital of each of the companies as distinguished from that which does not represent any money or other property contributed by their shareholders.

The want of exact and sufficient information accounts for a large part of the ineffective and unstable legislation with which our statute books are encumbered.

The committee believed that in obtaining such information in regard to the gas companies in question, the legislature would not only be better able to act intelligently concerning them, but would also find valuable suggestion upon the general subject of corporate capitalization, and its effect upon the prices which the public are required to pay for whatever is furnished by incorporated companies.

Fiat Capital.

The issuing of watered stock is an adulteration of capital—an increase in volume without a corresponding increase in intrinsic value. Such stock does not represent actual capital paid in or invested. It

7793 becomes an instrument whereby additional burdens may be imposed upon the people. It furnishes a pretext for adding to the cost of commodities furnished and services rendered It creates conditions favorable to frauds and corruptions. It en-

ables the few to become immensely rich at the expense of the many. It is the root of a tree which exhausts the soil and exhales poison. It is an increasingly prevalent evil. Fiat money has been discarded. It remains to be seen whether or not there is intelligence and virtue enough to discard *fiat capital* also, and effectually prohibit it as an element in business. Both are alike in violation of first principles, and therefore inevitably mischievous in result. Until fictitious capitalization shall cease, business cannot rest upon a stable basis, nor be conducted in a normal and healthy manner. Hence, it is greatly important that the origin, methods and results of such capitalization should be accurately understood; and the sooner this is done the better for all concerned.

Until this unnatural and disturbing element is removed, the people will look in vain for relief from the unjust and therefore oppressive exactions in the form of overcharges for the common necessities of life.

Corporate capital must be purified. It must *be* what it *seems* to be. The capital of a concern must represent what has been actually put into it. The public served by them should pay such prices as will enable stockholders to receive a reasonable per cent. of profit upon the actual capital investment in the business and represented by its share capital. The reasonableness of profits depends on the risks involved when the capital was invested, on the returns which the capital has already received, and on the present and pros-

7794 pective security of the enterprise.

Corporations not Antagonized.

Nothing in this report is intended to antagonize corporations as such, but only to expose and help to eradicate that which is itself in necessary opposition to all legitimate interests affected by them.

The rights of corporations are as real as those of individuals. In fact they are but an organic aggregation of individual rights. Such associations of capital are demanded by the enterprises and civilization which they advance. The real interests and rights of corporations are to be guarded as carefully as those of individuals. When all those rights and interests are ascertained and freed from intruding abuses they will be found to be in harmony. The proper conservation of corporate rights requires that they be dissociated from corporate abuses. And it is according to the nature of things that the sooner abuses are extirpated the better for all legitimate interests. They are essentially destructive.

Exact Information Essential.

In order to proceed intelligently and wisely in the treatment of the associated capital under investigation and the public interests concerned in its use, there must be something more than general impressions. There must be thorough inquiry into the exact facts of the case. Such inquiry has been made in relation to the gas companies which consolidated or attempted to consolidate on the 11th day of November, 1884.

The examination into the books of the constituent companies (except those of the Knickerbocker, showing the original capitalization, which books were missing), has fully disclosed their financial history.

That examination shows exactly *what capital has been put into the several companies, what profits have been taken out by the shareholders, and what they claim to have left in their own*
7795 *hands.*

All the profits that have been distributed to the shareholders, and all that remains in their hands over and above what they have actually invested can come from only two sources. First and chiefly from the consumers, and secondly from the natural rise in the value of property.

Some Effects of Stock-Watering upon Consumers.

The capital of a company may be regarded as the basis on which the per cent. of profits or dividends is computed. These dividends constitute an important element in the price of gas to the consumers. The amount of this element of cost is determined by two factors, viz.: The amount of capital on which the dividend is to be distributed, and the rate by which it is to be computed. The increase of either will ultimately involve an increase of cost to the public, or obstruct the operation of other causes tending to its reduction.

It is a matter of indifference, so far as the *immediate* result to the consumer is concerned, whether the nominal capital be doubled without increasing the actual capital, or the rate per cent. of the dividend be doubled. For example, twenty-one per cent. upon an actual capital of $1,000,000 is the same as seven per cent. upon a watered or fictitious capital of $3,000,000.

We say the *immediate* result is the same. The effect, however, in the long run, is very different. Under a scheme of misrepresentation of capital, unreasonable charges are comparatively easy, because they are made under a disguise which gives them the appearance of respectability. A price to the consumer, which involves a profit of seven per cent., seems reasonable and therefore tolerable, while a price involving a profit of twenty-one per cent. might
7796 seem unreasonable and intolerable. FICTITIOUS CAPITALIZATION, *therefore, becomes* A COVER FOR UNJUST AND OPPRESSIVE EXACTIONS.

Corporations Bound to Furnish Necessities at Reasonable Prices.

Corporations deriving their existence and power from the public for the purpose of providing the common necessities of life, such as light, water and transportation, ought to furnish those necessities at reasonable prices. Not to do this is to turn against the people a power derived from themselves.

If a company were disposed to disregard the rights of the public in this respect, it would, nevertheless, be entirely willing that the

law should fix the maximum rate of profits to the shareholders, provided the company is allowed to fix the amount of nominal capital. If, for example, a company having an actual capital of $1,000,000 were determined to derive an annual net income for distribution among its stockholders, to the amount of $350,000, the company would be quite willing that the maximum rate of dividend should be fixed by law at seven per cent., provided the company is left at liberty to adulterate, to fictitiously increase, to water its stock by making its nominal capital $5,000,000; in other words, by adding to its actual capital $4,000,000 of FIAT STOCK. In the one case the transaction shows *upon its face* that exorbitant charges have been made, while in the other the profits *seem* reasonable, but *are in fact* equally excessive and unreasonable. It is obvious that limiting the rate of dividends affords the public no protection against exorbitant charges, unless at the same time the nominal capital is made to agree with the actual.

These statements illustrate some of the injurious effects upon the consumer resulting from the watering of stock.

7797 STOCKHOLDERS LIABLE TO SUFFER FROM FALSE CAPITALIZATION.

But the evil is by no means confined to the consumers. *The stockholders themselves, or some of them, are liable to suffer still more from false capitalization.*

Those who issue this fiat stock, which represents no increase of actual capital, may, and in many cases doubtless do, make themselves rich. Immense fortunes have been made in that way. But their accumulated wealth must come out of somebody else. If a gas company, for example, it must come out of the pockets of the consumers or out of the new stockholders, or both. If the stock thus watered maintains itself in a good dividend-paying condition the loss falls upon the consumers, who pay the prices necessary to accomplish that result. Otherwise the stock itself falls in value, and its holders suffer the loss. In that case the market value of the stock may for a time be kept up by artificial means—such as manipulating stocks and borrowing money with which to pay unearned dividends—until those who profited by the fictitious issue have quietly retired from the concern, leaving the other shareholders to bear the loss.

In addition to those losses should be noticed the injurious effects of the speculative spirit and deceptive methods developed and fostered in the community by practices such as those above mentioned.

ILLUSTRATION OF STOCK WATERING.

A careful examination of the evidence accompanying the report furnishes ample illustration of the evils above suggested.

For the sake of a more clear and authoritative statement of the false methods against which the public should guard itself,
7798 let us take the case of one of the companies which combined with others to constitute the Consolidated Gas Company of New York. We present some of the salient facts in the history of

the New York Gas-light Company as the same are established by the evidence given before the Committee.

This company was organized with a proposed capital of $1,000,000. Of this amount, $750,000 was paid in during the period from 1823 to 1838, inclusive. No further capital was ever paid in. But in 1861 the nominal capital was increased by $250,000, making the total nominal capital $1,000,000. It is to be observed that when this addition was made no new capital was created. The company simply said, let there be more capital, and there was more capital, by transferring from the surplus profits to the credit of stock account. This was a mere matter of bookkeeping. During the next nine years the nominal capital remained $1,000,000. In 1871 the company reorganized under a new name, and again increased their capital stock in a similar manner to the extent of $3,000,000, making the total nominal capital $4,000,000. At this time, as before, no new contribution was made to the treasury of the company. The transaction was, in effect, simply a matter of corporate decree and bookkeeping. This amount of capital continued unchanged until November 11, 1884, when the consolidation took effect. At this time the transaction, so far as capitalization is concerned, was similar to the one last mentioned, although effected under different forms of law.

In the transition from the old corporate existence to the new, no addition was made to the actual capital of the New York Company, and yet its stockholders received back from the Consolidated Company an amount of stock not only equal to that which the company had before, but the additional amount of $3,600,000, making
7799 in all $7,600,000. This was done under an agreement in pursuance of which the consolidation was effected, and by which the other constituent companies received similar additions to the amount of stock issued to their respective shareholders, without any new contribution to the actual capital employed, to say nothing of the amount actually withdrawn as before stated, and distributed among the shareholders.

It appears, therefore, that of this $7,600,000, being the par value of the consolidated stock issued to the stockholders of the New York Company, only $750,000 was ever actually paid in by its shareholders. That is to say, only ten per cent. of that part of the Consolidated stock, which was assigned to the New York Company was actually paid in by its stockholders. The remaining ninety per cent. was added by simple vote of the company, the last increase being consented to by the other constituent companies in consideration of similar additions to each of them respectively. This addition of ninety per cent., therefore, either represented no intrinsic value, or only such as arose from the natural increase, if any, of some of its properties, and from the charges exacted from the consumers over and above the enormous profits that had already been distributed among the stockholders from year to year. How small this natural increase has been will hereafter appear. What these profits were will also fully appear from the annexed report of Mr. Yalden, the expert accountant (see appendix D, at page 635, particularly at page 775), which gives the benefits derived by the stockholders of this

and the other constituent companies. Mr. Yalden's thorough investigations have drawn from the records of a vast number of transactions the facts upon which in large measure the conclusions arrived at by the committee have been based.

7800 What is true of the New York Gas-light Company is substantially true of the other companies, the difference being only in degree.

How the Actual Capital of the Constituent Companies was Contributed.

It also appeared by the evidence that the stockholders of the several companies had contributed in the aggregate only $8,727,050 in cash; and that $2,488,250 par value of stock had been issued in payment for patents and other properties; and that $4,284,170 had been transferred from surplus profits to the capital account.

This sum of $4,284,170, was in effect contributed by the gas consumers. It was derived from revenues obtained wholly from them, not in lieu of a dividend so derived, but in addition to dividends enormously large, as will hereafter appear. If, therefore, the aggregate capital stock of the constituent companies had been $15,500,000, the amount of the three items given above, and if such price had been charged for gas as would enable the companies to distribute among its shareholders in the form of dividends what should be regarded as a fair rate per cent. of profit, it would even then have been true that the consumers themselves had contributed more than a quarter of the basis on which such dividends would be predicated. But the evidence shows that the nominal capital of the constituent companies immediately before and at the time of the consolidation was $17,000,000; and that in pursuance of an agreement between those companies, all their working capital, amounting to $2,139,089, was returned to their stockholders, thereby reducing the aggregate amount of capital by so much.

7801 Effect of Fictitious Capitalization upon Gas Consumers of New York City.

It remains to apply some of the foregoing suggestions to the particular case in mind, and to consider *how this fictitious capitalization affects the gas consumers of New York City; and how it is liable to affect the holders of the watered stock.*

As has been stated, the amount of dividends paid to stockholders is an important element in the price of gas.

If the aggregate amount of the dividends is more than a fair per cent. of profit upon the capital invested, all of that excess must come out of the pockets of the consumers and is to that extent an unjust and oppressive burden upon them; and it makes no immediate difference to them whether this aggregate amount of dividend is derived from an exorbitant rate of profit upon the real capital, or from a lower rate upon a watered capital. It is a matter of simple arithmetical computation to show that seven per cent. upon $39,078,000—the amount of capital stock issued by the Consolidated Com-

pany is about the same as sixteen and nine one-hundredths per cent. upon $17,000,000—the nominal capital just prior to consolidation and about the same as twenty-four and twenty-eight one-hundredths per cent. upon $11,215,300, the actual share capital representing shares issued for money and property of the constituent companies.

It is plain that the present cost to the consumers is the same whether they pay such a price for gas as shall yield a dividend of 24.28 per cent. on the amount of actual capital; or 16.09 per cent. upon the capital just prior to consolidation, or seven per cent. upon the stock of the consolidated company in its present greatly watered state.

7802 So much for the *present* effect upon the consumers. As to the future effect it is obvious that it would be easier to increase a nominal 7 per cent. dividend than it would be to raise one of 16 or 24 per cent. The people might submit to the former because its real character is obscured by the fictitious capitalization on which it is paid; while the same public would not tolerate the larger per cent. appearing as it really is without any artificial disguise.

If the gas consumers had known that the stockholders of the New York Company had put into the concern only $750,000; that they had taken out of it in the form of dividends $15,274,078; or $9,814,-225 in excess of ten per cent. upon the nominal capital, and that when the consolidation arrangement was entered into they claimed to have left in their hands $7,600,000, that being the par value of the consolidated stock issued to the shareholders of the New York Company; if all these things had been known as they occurred, it cannot be supposed that the company could have charged a price large enough to enable them to attain such results. Knowledge of the facts would have created such a demand for reduction in the price of gas that the company could not have withstood it.

So under the present consolidation, if the public can be made to believe that they are being charged such a price for gas as enables the new company to realize only seven per cent. of profit upon the capital invested, no one will complain. They might even be allowed to increase somewhat their rate of profit. But if the people understand that the nominal capital is greatly watered—that seven per cent. on the nominal capital means more than twice seven per cent. on the actual capital, that it means three times more than seven per cent. on the amount actually invested by the stockholders, apart from that which was derived from the consumers, then it may well

7803 be doubted whether the people will long consent to the payment of a tax upon a necessity which yields to the company such unreasonable profits. Hence it is greatly important that the people should know the true state of the case. What is reasonable the people in general are willing to have done, but an unreasonable and exorbitant charge they ought not to submit to.

Uniformity of Price of Gas Throughout the State Impossible.

There cannot be a uniform price of gas throughout the State. The price must vary in different places according to the cost of labor and material used and the amount of gas consumed. A price that

would yield a net profit of 100 per cent. in the city of New York might yield no profit at all in a village or small city. In London it can be made cheaper than in New York. But there is one condition of universal application. *Fictitious capitalization tends to increase the price everywhere.*

Honest Capitalization Essential to Fair Price of Gas.

If, therefore, the price of gas is to be reduced to a fair and reasonable amount, it becomes a matter of obvious and prime necessity that the public, from which all chartered rights and franchises proceed, should see to it that illegitimate stocks shall not impose upon them illegitimate burdens; that corporate "rights" shall not be perverted into instruments of public wrongs. That this has been done by the gas companies of the city of New York, which your committee was directed to investigate, has been demonstrated by ample and incontrovertible evidence. We are not criticising men or motives.

That is not within our province. We are exposing methods
7804 and their results. In doing this we indicate the objective points that must be aimed at in any attempt to provide an effective remedy. *Stock watering must be prohibited.* It must be looked upon as an instrument of extortion. It must be frowned upon as a species of dishonesty. If it has not hitherto been regarded as such, and, if good men have engaged in it, the popular conscience cannot too soon be quickened or the popular judgment too soon rectified. If this species of unjust gains is now under the protection of law, that protection cannot be withdrawn too soon. The shield of law should become a sword.

Corporations Must Account to the Public.

Prompt and entire accountability to the public should be made the law of all corporate dealings with the people. Complete reports of such dealings should be made at regular and frequent intervals, such, for example, as are required in Great Britain. These reports should be put within easy reach of the people. Legitimate capital with fair, frank dealing and a consequent mutual good understanding will result in reasonable prices to the consumer and reasonable profits to the companies.

Other legislative remedies are necessary in order to supplement those above suggested. The legislature should provide for testing, by public authority, the purity of gas, its illuminating power and its measurement. These are matters which cannot safely be left to individuals. They lack the means of doing it. This falls within the range of purposes for which organized society exists.

The evidence at pages 548 and 549 shows that by altering the radius, which forms a part of the meter, the gas passing through it
may be made to register too little or too much, according as
7805 it is made longer or shorter; as a clock may be made to go too fast or too slow by shortening or lengthening the pendulum. We do not say that frauds have been committed by this means, but

we do say that frauds might easily be perpetrated, and that legal safeguards should be provided against such liability.

Waste of Gas and Injury to Health.

In this connection it may be useful to call attention to a very important matter which appears in the evidence on pages 552, 553 and 554. It is there stated that only about one-half of the gas that passes through the burner is consumed, and thereby converted into light. If this evidence, which is confirmed by other testimony, be correct, it must follow that about one-half of the gas which the consumer pays for is wasted, and, what is of still more serious consequence, the portion of gas which is unconsumed passes into the air and poisons it. In this way the health of the people is being steadily and stealthily injured. Thus, the consumer not only pays for that which lights his dwelling, but also for that which impairs vigor and causes disease and death. The evidence shows that when the pressure at the burner is too great the gas escapes so rapidly that imperfect combustion takes place, causing the waste and injury above mentioned. It further appears that the companies can increase this pressure, thereby increasing both gas-bills and doctor's bills. Provision should be made by law for ascertaining whether or not that power is exercised. It is due to the companies to say that they should be held responsible for this waste and injury to health only so far as it may be produced by a pressure applied by them in excess of what is necessary in order to distribute the gas to all parts of the territory covered by their operations.

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The Gas Problem.

It is obvious that the gas problem involves much more than the price per thousand cubic feet, as shown by the gas bill. It involves at least these four questions:

1. How to get the best attainable gas.
2. How to get it at a far price.
3. How to permit no more to escape than can be consumed and converted into light; and
4. How to secure an accurate measurement of the gas so used.

The special attention of your committee was directed to the second of the above questions, and to that as affected by the alleged false capitalization. Hence the other matters, while not wholly overlooked, have received less consideration than their importance deserves, for the reason that the committee could better serve the public by making an extensive examination into the matter specifically set forth in the resolution, than by a more equal distribution of its labors among a variety of subjects which, if time permitted, might come within the scope of its duties.

Excessive Actual Capital Increases Price.

In connection with the subject of fictitious capitalization it is worthy of observation also that *there should not be an unnecessarily*

large amount of actual capital employed. This would seem to be so obvious as to forbid mention were it not for the fact that its neglect has done much harm. It is often necessary to revive neglected truism, and the greatest difficulty is often experienced in setting them in their proper working relations. The evidence before your Committee has shown that the Consolidated Companies have more capital than is actually employed, or than is necessary for the
7807 results which are being accomplished. That is to say, the nominal capital is not only greatly in excess of the real capital, but the latter is in excess of what is needed for making and distributing the amount of gas furnished. The result, so far as the consumers are concerned, therefore, is that they are paying a price for gas which enables the companies to distribute a dividend not only upon watered, fictitious stock, but also, though *in a far less degree,* upon necessary capital.

A regulated monopoly, such as that which exists in London, by which watered stock is excluded, and which affords the best conditions for adjusting the amount of actual capital employed to actual requirements is the most economical system that has been devised. The word "monopoly" may tend to deter from its adoption. An unregulated monopoly such as prevails now to very great extent in New York city is perhaps about as bad as could be devised.

The New York city plan of UNREGULATED MONOPOLY ought to be abandoned at once. If the London plan of strictly limited and regulated monopoly does not meet with favor then there should be provided a system of regulated competition. Not unlimited competition, but one that shall be subject to such strict and well-defined regulations as economy and mutually fair dealings between the companies and the public may require.

STOCK-WATERING TO BE EXCLUDED AS A DISGUISED MEANS OF IMPOSING UNJUST AND, THEREFORE, OPPRESSIVE BURDENS UPON THE PEOPLE.

The full development of the true system will of course require time and much patient attention to details. But your committee desire to make as emphatic as possible, the inevitable injustice and bur-
7808 dens that result from a false or watered capitalization. Its utter exclusion is the beginning of success in attempting to get gas at a fair price. What is true in this respect of gas companies in New York city, is true of gas companies everywhere, and what is true of gas companies is equally true of other corporations. Watered stock in any of them is an instrument for exacting unjust gains at the public expense, and should be excluded from them all.

The committee has indulged the hope that in attempting to disclose the injustice and evils resulting from fiat gas stock, the attention of the public may be so drawn to the general subject of fictitious capitalization and the public burdens thereby imposed, as shall lead to the correction of similar abuses in other corporations. The people have very little conception of how much

they are paying yearly in the form of increased prices for many of necessities of life. It must be understood that corporate franchises are granted by the public for the public good, and not to promote private speculation.

False Capitalization Promotes Official Corruption.

The difficulty in dealing with the subject of fictitious capitalization, and the evils resulting from it, increases as corporations multiply and grow strong under the inadequate provisions of existing law Hence, there should be prompt and radical remedial legislation. The axe must be laid at the root of the abuses.

The evil furnishes the means for its own perpetuation—a false capitalization naturally tends to other forms of dishonesty.

It creates inducements to corruption and provides the
7809 means of effecting it. If, for example, a company requiring only half a million of actual capital for carrying on a given enterprise issues in addition an unnecessary and fictitious stock of two millions, it is easy to see that a possible corruption fund is at hand with at least the temptation to use it both to cover up what has been done and to secure a continuance of the same. It cannot be doubted that much of the alleged bribery that has scandalized legislation and political conduct and debauched the moral sense of the people is due to the evil to which we refer. The rights of the public are believed to be bartered away by money obtained from the people themselves, who pay the over charges made necessary by the over capitalization and by whatever is corruptly expended to promote or defeat legislation. The Consolidated Gas Company of the City of New York is an example in point. By means of its fictitious capitalization its managers has the *power* to provide the funds necessary for buying the votes of legislators for the purpose of thwarting the efforts of the people to obtain relief from unjust burdens, provided enough legislators were purchasable; in which case the company *could* say to the people with an air of confidence, "What are you going to do about it?"

Indifference to Bribery—Its Danger.

Whether or not the alarming scandals so notoriously common both before and after the close of the last session, as to the *use* of that power were true is a matter in which the deepest interest ought to be felt. *General indifference to bribery is more alarming than the act itself.* The supremacy of the popular will cannot long survive the debasement of the popular conscience. When men come to speak
lightly of giving and taking bribes; when this comes to be
7810 looked upon as "practical" business or politics; when corporations deriving their powers and their profits from the people use both to corrupt their representatives; when these things are tol-

erated, there is the most imperative need of reformation before the evil becomes so great as to invite revolution.

No legitimate effort should be spared to ascertain the truth or falsity of the allegations of corruption in connection with the defeat of the proposed gas legislation in 1885. If the offenses were not committed, it is injurious to the public to permit itself to become familiar with charges of corruption. The familiarity itself tends to dull the moral perceptions and sear the public conscience.

Bribery tends to defeat the popular will. It is an attack upon popular government. It is treason against popular sovereignty, and should be treated as such. Any thing short of that is danger at a vital point.

The Fair Aggregate Value of the Property, Rights, and Franchises of the Constituent Companies.

The Consolidated Gas Company assumed to organize under chapter 367 of the Laws of 1884. The promoters of that scheme had procured, in the manner hereinafter referred to, the passage of that act for the purpose of this consolidation. It was a general law for this special purpose. It provided that the several companies proposing to combine and reorganize might do so with a capital determined upon a basis of "the fair aggregate value of the property, franchises and rights" of its constituent companies. Was that done? Was $39,078,000 such value?

7811 The words property, franchises and rights of the companies included everything which they owned or could rightfully claim to own. They owned certain lots of land with buildings and plant upon them, together with whatever might be employed by them in the manufacture and distribution of gas. To these they had an absolute right except so far as that right might be affected by liens upon them. They also had a conditional and revokable right to use that property for that purpose. This was all they had or could rightfully claim to have.

The cost of property affords some aid in ascertaining its value, especially when purchased in the ordinary course of mercantile transactions. In some cases that value may subsequently be increased. In others it may be diminished. The land, considered simply as vacant lots belonging to the companies, was worth more at the time of consolidation than when it was purchased. While on the other hand the structures upon them and the mains, services, meters, etc., were subject to deterioration. Their value is still further reduced below cost by the displacement of some of the properties made necessary by the introduction of improved methods, the property being thereby rendered comparatively valueless.

The books of the companies show that the entire cost of the property, including patent rights, was between twenty and twenty-one million dollars, for which the companies were still owing upwards of $2,000,000.

By applying the cost test, without claiming for it anything more than a means of approximation to the value, we find, after making

due allowance for both appreciation and depreciation, that the value of all their properties is about equal to the aggregate share capital of the companies prior to consolidation.

Another mode of arriving at the fair value is by ascertain-
7812 ing what it would cost at the time of consolidation to duplicate the property. It may safely be inferred from all the evidence that about $15,000,000 would be ample for that purpose; that an actual cash capital of that sum would purchase everything necessary for the manufacture and distribution of gas of the best quality and equal in amount to the total quantity of gas furnished by all the constituent companies prior to consolidation, or by the consolidated company since that time. See evidence, pages 397, 494, and elsewhere, as to amount of capital required. In a comparatively small business a capital of one million of dollars may be required for the daily production of one million cubic feet of gas; but as the business increases the ratio of capital to producing capacity diminishes. So that, while four million of dollars may be required for a producing capacity of four millions of cubic feet per day, a capital of $20,000,000 is adequate to a producing capacity greatly in excess of 20,000,000 cubic feet per day, and upwards of 30,000,000 cubic feet per day.

Hence one million dollars of capital for one million of cubic feet of out-put is not a proper measure of requisite capital as applied to the consolidation.

In addition to the properties above referred to there is nothing left as a basis of valuation except such right as the companies might have in respect to the use of those properties, for the purposes specified, and in the manner in which they were used, including the right to lay mains in the streets, etc.

So far as the committee are aware none of these rights were granted for a specified time, except the contracts with the city which are made from year to year. But it was doubtless expected that their privileges would be enjoyed continuously, *provided*, and this is a vital point in the case, provided the privilege so to do is not forfeited by its abuse. This privilege, this so-called franchise or right
7813 is a public license to do a given thing during good behavior or for a given period, as the case may be. The State has reserved to itself in express terms the right to annul the charters of corporations. This carries with it the power to revoke all franchises contained in them.

The State has reserved to itself the right to say when the privileges which it has granted have been abused; and *the* when the public good requires the annulment of such privileges, due regard being had to the rights of all in respect of the property belonging to the corporation. It ought, therefore, to follow that the more those corporate rights and franchises are abused, the more precarious should be the tenure by which they are held, and consequently the less valuable they become. It ought not to be true that the more the corporate privilege is abused and the more flagrantly the rights of the public are violated, the more valuable the franchise

becomes; and the more effectively it may continue to be used as an instrument for future exactions.

The "fair" value of corporate property ought not to be increased by the fact that the corporation has made excessive charges at the expense of the public.

It cannot accord with sound public policy that an abused franchise is rendered more valuable by the abuse. It cannot be that the State will put a premium upon exorbitant charges. A forfeited privilege cannot have much "fair value" in the hands of any body.

So far as we are aware no one claims that the "fair aggregate value of the property, franchises and rights" of the constituent companies could by any method of valuation amount to the sum of $39,078,000 except upon the theory that such value is derived from the large amount of profits that had been realized by the companies. But it should be borne in mind that those enormous profits were ob-
7814 tained by the unreasonable and excessive price charged for gas. Their magnitude was proof of the wrong done to the public.

The profits which have already been distributed among the stockholders of the various companies cannot be restored to those from whom they were obtained; but is it not equally obvious that such charges, so far as they are excessive, cannot be a fair basis for increased charges in the future?

The LEGISLATURE ought not to predicate value upon a public wrong.

The quoted prices of the shares of a company are not a proper measure of the "fair value of the property, franchises and rights" of the company in question. The fluctuation in those prices cannot indicate corresponding changes in intrinsic value. According to that standard the consolidated values have varied more than $4,000,000 within less than four months. And about $8,000,000 in a year. According to the same standard, the values of all that belonged to the constituent companies rose from less than $14,000,000 in 1880, when the pooling arrangemen- took effect, to upwards of $30,000,000, in 1884, when that pooling arrangement developed, as was intended, into the consolidation. The simple truth of the matter is that during that time the passage of an act, known as the two-thirds act, hereinafter referred to, prevented competition, so far as possible, by companies outside of the pool, while the effect of the pool itself was to prevent competition among themselves. By these means the companies were enabled securely to exact from the consumers those charges for gas, which resulted in the profits elsewhere stated. We have said that the cost of an article is some indication of its value.

This arises from the fact that in most cases the subject of the
7815 sale, as a whole, is known to the parties. If a farm, for example, its boundaries, location and the quality of its soil are noted. The whole subject is before the contracting parties.

If, *under such circumstances*, the minds of the buyer and of the seller, with their opposing interests, meet upon a given price, there arises a fair presumption that the price agreed upon will not widely vary from the true value.

But in the case of gas shares a comparatively small part only of the whole property and franchises were before the purchaser. In most cases it is probable that he has but a meager and superficial knowledge of the concern as a whole. He takes it with a degree of artificial and fictitious value, impressed upon it by conditions having no proper effect upon the fair value. The transaction is largely a matter of speculation.

We may safely conclude that the fair value of the property, franchises and rights of a company cannot be measured by the fluctuating and more or less speculative prices obtained for a small fraction of the company's stock.

The sum of $45,000,000 seems to have been arbitrarily taken, not, however, without some objection against its excessive character, as the capital of the new company to be formed by the consolidation of all the pooling companies.

The Mutual finding itself prohibited under penalty from consolidating with the other gas companies, did not enter the consolidation. Hence, the capital was reduced by the amount which had been assigned to the Mutual, leaving the share capital of the consolidation as already stated. So that that sum equally with the $45,000,000 was arbitrarily fixed.

7816 Having determined upon the aggregate amount of share capital, the next and most difficult matter was to distribute it. The contention was as to how each constituent company could get the largest possible fractional part for its shareholders.

Some of the properties were appraised, and the schedules were produced before the committee. In that valuation two things were noticeable:

1. Little or no allowance was made for superseded, impaired or abandoned works or apparatus, and

2. The valuation included all the rights and franchises which the company had in respect to the use and enjoyment of the properties for distributing as well as for manufacturing gas. Hence it would seem to follow that the valuation so made should be reduced as above suggested.

But instead of this an addition was made. Finding that the predetermined amount of share capital could not be reached by a liberal appraisal of some of the properties, and by nothing deserving the name of appraisal, as to other properties, the further sum of $7,781,000 was added for franchises, that being the difference between the proposed sum and that which had been reached without it. The valuation of the items constituting the proposed aggregate seems also to have been made in an arbitrary manner. The value assigned to the lots exclusive of the structures upon them, was, according to the testimony of the expert appraiser, appointed by the committee, about twenty-five per cent. in excess of their proper value, making an over valuation as to this item alone for more than $2,000,000. The evidence shows that there was not such an appraisal of anything as would have been made as between purchaser and seller. There were

7817 no purchasers in that transaction; all concerned acted as if vendors, having a common interest in making the total price as large as possible. The Consolidated Company did not

capitalize upon the basis of "the fair aggregate value of the property, franchises and rights" of the constituent companies. The law referred to in the resolution has been violated, regard being had to the thing done rather than to the manner of doing it. The substance of the law, as well as the rights of the public, have been disregarded. It is no answer to say that the people have assented to it. The separate individuals composing the public do not meet these corporations upon terms of equality. The consumer is compelled to yield to superior force. It is important to observe also that the companies have hitherto kept their dealings from the knowledge of the public. Prior to this investigation it was not generally known that the entire sum ever contributed in cash by all the constituent companies was only $8,727,000, and in properties the further sum of $2,488,250, and that from this investment they have received upwards of 700 per cent. of benefits, all of which were derived from the people in the form of exorbitant gas bills.

When nominal capital represents only cash or its equivalent; when dividends upon it shall be limited to a reasonable rate; when full publicity shall be given to corporate dealings, and when all this shall be secured by governmental supervision, then may the public expect to obtain pure gas fairly measured and at a reasonable price.

For the purpose of effectuating those results, the committee make the recommendations which may be found at the end of the following summary of the evidence.

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SUMMARY

OF THE

EVIDENCE TAKEN BEFORE THE COMMITTEE AND CONCLUSIONS.

No Concurrence between the Actual and Nominal Capital of the Gas Companies.

It is established by the evidence, beyond contravention, that the nominal or share capital of the constituent companies affords no accurate information touching their actual capital. Historically considered, their is no period of time during the life of any of these companies when the nominal or share capital exclusively represented either money or property contributed as money, and so constituting a common fund, aggregating a total share capital whereof each stockholder or contributor held certificates for his proportion thereof. On the contrary, contributions of money from subscribers or of shareholders were of rare occurrence; and, compared with the total share capital, of relatively small amounts. In the few instances where the issue of stock appears to have been based on actual property, the true value of the latter never equaled the par value of such an issue.

The nominal share capital appears to have been in each and every instance an arbitrary or fixed aggregate upon which an issue of stock

should be founded, and earnings distributed. This is not a theoretical inference, but an incontrovertible statement of fact.

Hence, the nominal or share capital of any or of all of these organizations is useful as a guide only in stating the denominator of fractions representing the respective interests or aliquot portions of the actual aggregate capital owned by the several stockholders.

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Again, a large amount of this nominal or share capital represents undistributed earnings. In so far as such earnings have been in fact devoted to the legitimate purposes of permanent capital employed in the business, apart from the usual and current expenses of business and wear and tear of its fairly capitalized properties, there is no sound objection to an actual capitalization of such earnings, so far as the necessities of the business reasonably may require such an increase of actual capital. In those cases the withholding of such surplus earnings from distribution, and their investment in actual property required by the enlargement of the business—not in replacing exhausted properties already capitalized—may fairly be treated as equivalent to cash contributions from those who would otherwise have received such earnings in distribution. Where this has fairly and legitimately been done, so as to result in an increase of actual capital in the true and correct use of that term, no criticism can reasonably be made.

Where, however, this apparent procedure is made the occasion (as it has been in some instances) for an issue of stock without any concurrent increase of actual property or producing capacity, or where the surplus earnings have been devoted to substituting new or improved processes for worn out, obsolete or unsatisfactory machinery or plant, then such an issue is calculated to deceive both shareholders* and the public; and shortly necessitates higher prices to consumers in order to cover the anticipated dividends upon the extra issue.

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In other instances an actual increase of capital has occurred exclusively at the expense of consumers, for the benefit of stockholders, and for the time quite regardless of the nominal or share capital. Thus, loans were made, or bonds issued, for enlargement of works or purchase of real estate, and subsequently paid off from surplus earnings realized from excessive prices of gas—prices fixed with a view to the discharge of such loans. The shareholders thereby realized large accessions to their property without contributing a dollar. Subsequently, under the plea of an increase of values, the nominal share capital would be enlarged and distributed as a scrip dividend; or, it may be, offered to stockholders for subscription and the subscriptions discharged by extra dividends; and upon this new issue of stock, as upon the old, dividends would be paid and the consumers forced to contribute for them in high prices for gas.

Hence, when the *actual* capital was enlarged, the consumers and *not* the shareholders (with some rare exceptions elsewhere herein

*Shareholders then presume the management has in fact increased the capital, whereas it has only schemed to replace some exhausted capital.

mentioned) contributed to that increase of capital, furnishing in such instances no equities for future dividends or high prices. When the actual capital was on the other hand, in fact, diminished (as by abandonment of material or plant, losses, or extraordinary wear and tear), instead of being replenished by a new issue of shares for which shareholders contributed cash, the consumers also contributed the earnings from which the diminished capital was re-established, affording therefore, in such instances also no equities for future dividends on the lost capital or high prices to insure them.

It is in this connection noteworthy that in the entire history of the New York companies there is no instance where the nominal or share capital was in fact diminished, although it has some-
7821 times occurred that the property thereby represented was, in fact, diminished, and in one case quite destroyed.

It must therefore be conceded that if there be any limitation of dividends, there must primarily be fixed the basis upon which dividends shall be estimated and distributed, and that such basis bears no just or uniform relation to the nominal or share capital of the companies entering into this consolidation.

Dividends Should be Limited to Honest Capital.

It is difficult to state any fair reason why the dividends should be estimated upon any sum as large as the aggregate share capital of the constituent companies. But it must be conceded as beyond question that on no established principle of industrial finance should dividends be paid on a *nominal* capital of twice that amount.

If the nominal or share capital of the constituent companies before consolidation, in fact represented the *actual* capital contributed or employed in the business, then it was fraud on the public to double it and to invite investment in the swollen shares.

That the actual capital was in fact much less than the aggregate represented by the nominal or share capital is a fact fully proven.

If the properties or accretions were of *greater* value than such an aggregate, then this excess is either profits or actual increase of capital in use.

If profits, it should be distributed. If consisting of enlargements of properties necessary to the conduct of the business, then under proper circumstances and restrictions there would be no sound reason for objecting to a fairly proportionate increase of capital.

The relation sustained by the actual capital used and employed in the business immediately prior (September, 1884), to the
7822 consolidation, and in fact used and employed during the year ensuing, having in view at both periods the future necessities of the business, has been made a special topic of inquiry by the committee.

It is proven that the total capital actually in the business and capable of being ascertained, stated and defined, was greater immediately prior to than it was immediately after the consolidation. Since then it has not been increase-, but probably has been diminished by dividends. It is also proven that more capital was in actual

use by the constituent companies immediately before consolidation than has been in use or is required for the business of the so-called Consolidated Company.

Thus the total capital actually in use in the business of the constituent companies—if represented by their aggregate nominal or share capital—was $17,000,000. The owners of these shares, however, in attaining their consolidation, withdrew from their common funds, under various pretexts, sums aggregating $2,139,089 (see testimony page 460). In fact these constituent companies turned over to the new consolidated concern only their plant, properties, services and mains, and no working capital. What had been their then working capital, such as supplies, customers' balances, cash, etc., amounting to $2,139,089, was retained for and distributed among themselves under the guise of extra dividends and otherwise. By this method not only were the total assets diminished, but the actual capital of the consolidated concern was impaired by at least $2,139,089 less than the aggregated capital of its uniting constituences.

The working capital of the new concern must therefore be created out of earnings, or else by the sale of new stock; and no new stock, the officers testified had been sold.

7823 In fact there is nothing to prevent this additional stock, or any other stock that may be issued to replace convertible bonds purposely made, being distributed as a bonus.

Why under these cir-*mu*stances the nominal or share capital of the new concern should exceed the figures which its owners had selected to represent the total nominal or share capital of the constituent companies, is a question that must be explained upon the principle that the nominal or share capital bears no just relation to the actual capital of the companies.

This, in fact, is further demonstrated by the entire history and management of all the companies, and must be assigned also as the theory on which all their business has hitherto been conducted.

In all discussions, therefore, whether in aid of legislation or to fix a fair price for gas, or to arrive at a proper dividends, or for any other purpose—except to write a figurative or market value for stock—it should be assumed that actual capital is in the case before us an absolutely distinct and different thing from share capital, which is nominal capital.

What is the Actual Capital of the Consolidation.

The whole is not greater than the sum of all its parts. No legislation, financial jugglery, or gas economies can disturb this proposition. Besides, as we have seen, the combined capital in this case is actually less than the sum total of what had been enjoyed by the constituent companies.

It should also further, in this connection, be considered, whether or no all the property represented by the capital of the constituent companies, and owned and transferred by them, is property or capital necessary, or in reasonable time likely to become necessary for

the conduct of the business. If not, then there is no justice
7824 or propriety in charging such prices for gas as may be necessary to include dividends upon an excessive and unproductive capital.

It is in proof that more property is owned by the combined companies than is useful for the manufacture and sale of gas; and also that the producing capacity of the works now in use can be largely increased if not doubled and trebled wit-out using works which are now closed, and in which capital of some of the constituent companies was invested.

Should not such properties be disposed of and the investment they represent be withdrawn from the expectation of dividend and from forming a consequent element in the cost or price of gas? Questions of this character are of wider scope than the self interest of stockholders, or managers, exclusively in their interest, and demand for their solution some intervention in behalf of the public. *In the absence of adequate statutory provisions some public authority should exist to regulate, within reasonable limits, the properties or permanent investments on which dividends are to be rated, and charges made against the public.*

That there is some property or investment of a permanent character which is not in use, or required for production, and which is not fairly requisite in any aspect for the conduct of the business is, upon the evidence, one of the inevitable conclusions of fact. The precise dimensions of this burden, or extent in figures of this extra investment, may fairly be inferred from the testimony submitted; but the committee withhold any opinion on that subject as not essential to their present conclusions. Such an opinion, however, should form an element in ascertaining or establishing a maximum price for gas, and a maximum dividend for gas stock. Notwithstanding extra or unnecessary investments all such items are included within the totals mentioned by your committee in consider-
7825 ing the actual and real, as distinguished from the constructive or nominal share capital of the consolidation.

How to Ascertain the Actual Capital.

In ascertaining the cash capital of the consolidation values should, in the first instance, be disregarded, and the united capital of the constituencies stated. Whether the law does or does not favor excessive capitalization by making the same distinction between a *lawful* capital and an *actual* capital, is a question that is herein elsewhere considered.

The actual capital attributed by stockholders (at the times and in the manner particularized in the expert tables, pp. 661-777), of the several constituent companies was as follows:

Manhattan	$3,280,000
New York	750,000
Metropolitan	2,500,000
Municipal / Knickerbocker	2,512,300
Harlem	1,569,050
Total stockholders' contributions	$8,727,050

This sum ($8,727,050) represents the actual capital of all the constituent companies. Nor is it the initial capital of these companies.

For instance: The New York Company, with an authorized capital in 1823 of $1,000,000, commenced business with $200,000 paid in, which was increased from time to time until in 1838 the entire amount of $750,000 had been contributed. Since that time nothing has been contributed by its stockholders, unless undistributed earnings, not received as dividends but left in the business, be regarded as such contributions. These amounts are mentioned hereafter.

7826 The Manhattan Company with an authorized capital in 1830 of $500,000, commenced business with $500,000 paid in. This was from time to time increased until by 1856 $1,200,000 had been contributed; and by 1866 the entire sum of $3,280,000 had been contributed in cash by stockholders. These being the two oldest companies, further history of stockholders' contributions need not be recapitulated. The items will be found in the evidence. (See pp. 661, 662, 695, 775).

It having been suggested that earnings withdrawn from distribution and permanently invested in enlargement of works or property required by the current or probable and reasonable demands of the business, should be regarded as capital, the amounts of surplus profits carried by the companies to what they have treated as capital account, are stated respectively as follows:

Manhattan	$720,000
New York	3,250,000
Municipal / Knickerbocker	34,700
Harlem	280,000
Paid to capital from surplus profits	$4,284,700

In addition to this sum large amounts of surplus profits have been expended for apparatus, construction of bulkheads, buildings, plant and various purposes of a permanent, as distinguished from a current nature, and in that respect have become capitalized as moneys employed in the business. These amounts in some instances are charged directly to expense or repair accounts, and in other instances are so intermingled in various accounts as to render it difficult to state them, except as they are in bulk extracted from all of the accounts and grouped under a title of *total cost of property.*

7827 Even then such totals in the accounts of some of the companies necessarily include stock at its par value issued directly or indirectly for property. For convenience, therefore, such issues should first be stated.

There was issued for property, at various times, shares representing at the par value:

Stock of Metropolitan	$1,887,300
Stock of Municipal	450,000
Stock of Harlem	150,950
In all of par value of	$2,488,250

These three sums, aggregating $15,500,000, *comprehend the actual capital of all the constituent companies* at the time of the consolidation, the Knickerbocker capital being included in the Municipal capital for the reasons hereafter stated.

The Cost of Investments.

Of the constituent companies, including worn out apparatus or mains, or other impaired property of all kinds, has been ascertained as the same *appear on the books* of the several companies.

The total cost from all sources of property paid for by stockholders' original contributions, by surplus earnings, by stock treated as money, and from the proceeds of bonds and other loans, was as follows:

Company.	Total cost of properties.
Manhattan	$4,872,999.49
New York	4,630,642.03
Metropolitan	5,292,175.35
Municipal	4,092,347.86
Knickerbocker	810,481.15
Harlem	1,243,986.97
Total cost	$20,942,632.85

7828 It was found that the total outstanding indebtedness of the same companies was then $2,329,000. The sum, therefore, should be deducted from $20,942,632 as the properties nominally costing the last named sum were subject to those debts.

The conclusion therefore follows that from the books of the constituent companies their actual investment was not greater than $18,613,632.

This sum should be further diminished by the proper amount to represent actual loss of mains, apparatus, wear and tear, and destroyed or impaired property.

A Comparison.

Was there any justifiable ground for representing the capital of the new combination to be greater than the combined capital of its constituencies? *There was no increase of plant, of real estate, of works, or of money; and there was a diminution of materials and of moneys and cash assets. Why then should there be an enlargement of nominal or of share capital?*

Unless the law of 1884 (chap. 367) provided such authority (and the contrary will be shown) there existed no law by which the existing nominal or share capital of the constituent companies could have been enlarged without some concurrent increase of money or of property to represent capital. *It requires some authority of law not cited to satisfy the committee that a corporation may, without consideration, voluntarily issue an unlimited amount of stock as representing its capital;* and then by a process of distribution among shareholders without benefit to the common treasury permit
7829 the shareholders to sell it at their own price, and for their own exclusive benefit. An ignorant and innocent public, who may be induced to invest in such shares are also imposed upon; they suppose themselves to be investing in capital, whereas they are only contributing profits to the old shareholders.

Neither the policy nor the statutes of this State have ever contemplated allowing any class of corporations to magnify their nominal capital beyond the representation of an actual value therewith required. Certain corporations desiring to increase their nominal or share capital may do so under established regulations, and then dispose of the new shares as original shares for adequate value.

Shares do not Create Values.

It will not be pretended that either of the constituent companies might have enlarged their nominal capital without acquiring new values, and solely because, in the opinion of the stockholders, their property had appreciated in value beyond the par value of their shares. This may furnish a ground for advancing the market price of shares to a premium; but the wildest financier has not hitherto succeeded in adding capital to his business, by formulating the owner's opinions of values.

Pronunciamentos do not create capital stock; certificates do not create values.

If the capital of a bank be $100,000, and be wholly invested at par in United States bonds, and those bonds have subsequently been quoted in the market at ten per cent. premium, it does not follow that the *capital* of the bank has thereby become enlarged to $110,000; or, if the bonds depreciated ten points, that the capital was changed to $90,000. If this were so there would be no fixity or security in capitalized shares. No school of economists has
7830 justified such a dogma, although it is sometimes attempted as a part of some concurrent fraud.

So, by way of illustration, when the nominal or share capital of

the Manhattan Gas-Light Company was $4,000,000 ($3,280,000 of which was capital contributed, and $720,000 capitalized earnings), there was no fair basis according to which the total cost of its properties as owned by it in 1884, viz.: $4,872,999.49, should become the exact figure and the measure of its new nominal capital and further issues of shares made accordingly. The true state of fact was that there was a surplus of $872,999.49 over and above the share capital, which surplus was invested in property.

In point of fact a sum much larger than this amount was distributed in dividends by the Manhattan Company for that year (1884). Yet in the fact of these facts the *Manhattan* was assumed to be *recapitalized,* through some process, *at* $11,940,000, *which amount the committee find is not in any fair and meritorious sense the actual capital of that constituent company.*

So also by way of further illustration when the nominal or share capital of the *New York Gas-Light Company* was $4,000,000, there was no fair basis according to which even the total cost of its properties as owned by it in 1884, should become the exact figure and measure of its new nominal capital, and further issues of shares made accordingly. The true state of fact was that there was a bookkeeping surplus of $630,642.03 over and above the share capital. In point of fact in this instance also a larger sum than this was by this company distributed in dividends in its last year.

In spite of these facts also the *New York Company* was assumed to be *recapitalized* through some process or fiction of law at $7,560,000; *which amount the committee find is not in any fair and*
7831 *meritorious sense the actual capital of that constituent company.*

By taking the figures furnished in the evidence, other similar illustrations will present themselves; and the proposition clearly demonstrated that *neither constituent company could without equivalent in any fair and meritorious sense justifiably enlarge its issue of shares to the figures assigned to it in the Consolidation.*

If it could not justifiably issue further shares by remaining out of the consolidation how could its share capital be enlarged by the alleged merger? Yet the nominal or share capital of the constituent companies has been enlarged in the following proportions:

Name of company.	Old share capital.	New share capital.
New York	$4,000,000	$7,560,000
Manhattan	4,000,000	11,940,000
Metropolitan	2,500,000	7,175,000
Municipal	3,000,000	5,100,000
Knickerbocker	1,500,000	3,000,000
Harlem	2,000,000	3,000,000
	$17,000,000	$37,775,000
An additional amount reserved to sell, called working capital, but possibly to donate, to distribute or otherwise to dispose of is yet held by treasury		1,303,000
Combined stated nominal or share capital		$39,078,000

From this it is assumed that all debts and obligations will be paid. The debts are, therefore, first deducted from this appointed share capital, and the net amount in shares, thus ascertained for
7832 each respective company, was apportioned to its shareholders.

The debts of the several companies, as thus deducted, and the net amounts and proportions distributed to shareholders are stated in Appendix D, at pp. 779-780.

The total debts, as already noted, are $2,329,000; more than half of it being Knickerbocker and Municipal debts. How and to whom the stock reserved to pay his debt was sold the committee could not, within their allotted time, definitely ascertain. The accounts show the shares were issued. Their precise disposition, however, is not essential to any of the conclusions at which, upon the evidence, the committee has arrived.

The Re-capitalization was not a Purchase of Property for Stock.

The theory upon which this increase of nominal or share capital without any corresponding increase, but in spite of a diminution of actual capital, is attempted to be sustained is that of a purchase and sale. It is assumed that a new corporation is created, and issues its shares for property at fair values, that the property of the old companies is purchased and transferred, and that the new issue of shares being based thereon and agreed to is not subject to further inquiry.

A purchase and sale presumes a bargain between two minds or parties. It presumes the existence of a legal entity capable of contracting. But there existed no new corporation competent to enter upon such a transaction having capacity to issue stock and to contract with each constituent company touching the values of its properties.

Assuming, however, for the sake of argument, that the
7833 properties were each and all fairly valued for the purposes of the alleged consideration and transfer, the committee have carefully inquired how far any agreement as to values and the capitalization of the combination is a matter of public importance; and without hesitation agree that an excessive recapitalization based on a revaluation of properties in a transaction of this public importance, is of that vital character that requires the interposition of public authority.

Legislative Intervention Expedient.

There is no adequate remedy for the public from whom extortionate charges for gas may be exacted in order to pay dividends on fictitious or excessive capital, except by the interposition and public authority. Whether any other authority than the legislature may or may not exist, the power of the legislature to intervene is supreme and incontestible, and the occasion for its exercise is at hand.

If through the unexpected result of some legislative enactment, the power exists whereby the gas consuming public of New York

shall be made to pay in charges for gas sums sufficient to yield profits on an apparent investment of $39,078,000, when in fact the actual investment is not one-half that amount, then not only should that power be withdrawn, but all transactions in the exercise of it should be absolutely abrogated so far as may be consistent with the protection to which property rights and vested interests are justly entitled. This protection may safely be left to the courts, as is provided for in the proposed laws accompanying this report.

Is the Consolidated Gas Company an Incorporation?

If the six named constitutent gas companies of New York
7834 have in fact recapitalized themselves or revalued themselves at the fair aggregate value of their property rights and franchises (and the committee show elsewhere that the new assumed values are not fair), then, it may be argued, that they have not become a new and valid corporation, because:

1. Chapter 367, Laws of 1884, does not by strict construction apply to the corporations assuming to consolidate; and

2. Chapter 367, Laws of 1884, is unconstitutional in one of its essential features, and therefore wholly inoperative and void.

1. Some of the reasons in support of the proposition that chapter 367 of the Laws of 1884 does not apply to the gas companies who have united in executing the consolidation agreement readily suggest themselves by a comparison of this statute with previous legislation. In this connection a comparison by sections of chapter 960 of the Laws of 1867, and chapter 367 of the Laws of 1884 becomes especially significant. This comparison is deemed by the committee of such probable service in framing future legislation that a digest of the two statutes has been prepared, showing the sections in parallel columns, and will be found as Appendix K, at the foot of this report.

It will be observed that the only substantial difference between these two enactments is in respect to the total capital of the combination or consolidation which each of the statutes assumed to authorize.

In the act of 1867 that total capital is limited in terms to the total share capital of the constituent companies; while in the act of 1884 the total capital is not thus limited in terms, but is assumed to be allowed according to "the fair aggregate value of the property, franchises and rights." Neither of these acts purport to relate to
7835 corporations of a different character than those embraced within the other act. Both assume to apply to corporations doing business under the general manufacturing, mechanical and mining laws. If any corporations may have been organized under special statutes granted prior to 1848 for the purposes of carrying on any business authorized by the general manufacturing laws, such corporations might reasonably be deemed to be embraced within the provision of chapter 367 of the Laws of 1884. But it requires the application of very liberal rules of interpretation, which have little, if any, place in this connection, to enlarge the class of corporations

embraced within the act of 1884 beyond the corporations which, since 1848, were organized, or which may hereafter be organized under the Laws of 1848, entitled "An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes," passed February 17, 1848, and the numerous acts amendatory thereof and supplementary thereto.

The uniform legislative habit of alluding to manufacturing corporations as corporations organized under general manufacturing laws and laws supplementary thereto, is not likely to be disregarded in arriving at legislative intendment. In statutes imposing taxes, where various classes of corporations are referred to in a general way for the purposes of including all the corporations of a certain class as the subject of taxation, it would not be unreasonable to assume that the legislature intended to describe, and did describe, within the terms it used, all corporations reasonably included within the ordinary use of such terms. Indeed laws for the purposes of raising revenue are by principle and authority to be construed liberally, and for the purpose of furnishing a revenue designed by the statute.

Hence, it has been held that chapter 542 of the Laws of
7836 1880, imposing a special State tax to be paid to the comptroller upon the dividends of all * * * "manufacturing" * * * corporations must for the purposes of carrying out the provisions of that act be deemed to apply to the companies engaged in manufacturing and supplying illuminating gas. (*Nassau Gas-Light Company v. Tax Commissioners, etc.*, 89 N. Y. 410). This decision, however, does not hold or imply that corporations organized under one set of general laws are to be made applicable to another set of general laws authorizing and providing for a different class of corporations.

In 1848 there was passed (chap. 37) a general law, still in force, entitled "An act to authorize the formation of Gas-light Companies." A separate set of statutory provisions was made applicable to the formation and conduct of all such companies. That statute has from time to time been amended or supplemented by legislative enactments. The class of corporations thus provided for, therefore, remain for the usual purposes of State action GAS-LIGHT companies. This class of corporations is subject to the provisions and limitations of the general act in relation to *gas-light* companies as distinguished from corporations known as *manufacturing* corporations organized under the general act of 1848, relating to the formation and conduct of corporations for "manufacturing, mining, mechanical or chemical purposes."

The character of the corporations for the usual purposes of State action is derived from the law under which they have their being. At least two classes of creation are covered by these two sets of statutes, viz.: *gas-light* companies under one enactment, and companies for *manufacturing*, mining mechanical or chemical purposes under the other enactment. So far as their practical operations are concerned, the company organized under the manufacturing
7837 laws might manufacture gas, and a company organized under the gas-light laws may and necessarily must engage in manu-

facturing. Yet for purposes of ordinary dealings, according to the law of their origin and the character of their being, the manufacturing corporation cannot necessarily or properly be said to be a *gas-light* company, and thus subject to the gas-light laws only. Nor can the gas-light company in law properly be designated the *manufacturing* company mentioned in this statute, and subjected, therefore, only to the manufacturing laws. Hence, we observe, in most of the special laws chartering gas-light companies, or promoting their incorporation, provisions subjecting the new creation of certain general laws of the State applicable to corporations in general. Precisely such provisions are found in the two consolidation statutes of 1867 and 1884 now under consideration. Section 4 of both laws subject the new corporation to be created under such statute to all the provisions enacted under "An act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes."

For these and other reasons, it may fairly be held that chapter 367 of the Laws of 1884, neither by its terms nor upon sound principles of interpretation, should be treated as applying to gas-light companies, but should be limited to the class of corporations which have assumed to have become organized under and by virtue of the act entitled, "An act to authorize the formation of corporations for manufacturing, mining, mechanical and chemical purposes," passed February 17, 1848, and the acts amendatory thereof and supplementary thereto, and should not embrace any other corporations.

2. Some of the reasons in support of the proposition that chapter 367 of the laws of 1884 is unconstitutional in one of its essential features, and therefore wholly inoperative and void, and affords no basis of incorporation or implied grant of franchise from the State to any organization purporting to have been created by virtue thereof, are as follows: 7838

Section two of the act provides for the taking of private property by private persons and for private uses involuntarily and by compulsory process. While private property may constitutionally be taken for public use, it cannot constitutionally be taken for a use not a public use. Should the legislature assume to authorize the taking of property otherwise than for a public use, the courts would interfere.

Nor can the legislature take away the judicial authority to determine what is, or what is not, a public use. Numerous cases have arisen in this State where the courts have passed upon the question as to whether particular purposes specified in various statutes were public uses. Laws have frequently been declared unconstitutional by the courts when they have assumed to permit private property to be taken for a use not a public one. Thus the taking of land for railroad purposes in the exercise of the right of eminent domain is justified because the use is a public one. So it has been held in relation to highways, parks and other public uses.

If the right of eminent domain, or the right to take private property for the purpose of laying pipe lines, or mains to lay gas upon, should be authorized by the legislature, it would then become the

province of the courts to say whether or not such use in either instance was a public use, and if it were not the act would be void.

The legislature, however, has not assumed to give to the New York gas companies any authority to take private property for public use. There is no statute that points to any right, privilege or franchise by which any New York gas company, through the courts or
7839 otherwise, may acquire by compulsion private property for the purposes of carrying on their business. It will be time enough to inquire whether such legislation can be upheld when it shall be attempted. At present there is no such statute. The only grounds, therefore, upon which the private property of gas shareholders can be wrested from them is, for a use recognized to be a public use. No such ground exists, or is declared or implied in the statute of 1884. Nevertheless, by its provisions persons owning fractional parts of the property of the constituent companies are, if the provisions of chap. 367 of the laws of 1884 are sound, compelled to part with their interests at the instigation of other stockholders, if it may be outside parties, and for benefits exclusively of a private nature expected by such investigating party. Under such compulsion the stockholder must either part with his rights and interest, on the best terms he can make, or take such value for it as may be awarded him in adverse proceedings.

Now, the State has no power to deprive the stockholder of property represented by his stock in any of the constituent companies or the benefit of his co-shareholders and shareholders of other constituent companies. This not being the taking of private property for a public use, is an intrusion upon private rights not justified upon principle or upon authority.

The effect of a statute assuming to do this, is to force property from a minority shareholder for the private benefit of other persons, and not exclusively for a public use.

It may very well be doubted whether for the simple purpose of reorganizing an industrial corporation (although engaged in subserving by its business some public advantage), the State may exert its power of seizure upon private property; or by placing on its
7840 statute books a menace, may compel an unoffending owner to part with his property for private purposes to strangers. Yet, by this statute the shareholder must yield up his property at a market price controlled by those engaged in wresting it from him, or engage with associates from other corporations in their ventures in conducting various businesses other than the one to which his corporate property is already devoted. He shall surrender his rights and interests, or enter upon new enterprises beyond the original promise of his association, and which, he may believe, will destroy all original values or purposes. It may very well be suggested that the execution of such a menace is an intrusion on contract rights of association, purpose, property, devotion and business risk, such as are necessarily attendant upon every incorporated association of shareholders, and hence, no violation of the constitutional prohibition against impairing contract obligations.

There is no similarity between the exertion of the powers assumed

to be created, or necessarily implied by this statute, and the sovereign right of eminent domain. The taking of shareholders' stock for the purpose of being pooled and re-distributed with divers other stock to various persons, not being in any fair sense of the term a public use, cannot form a constitutional basis for sound legislation. Hence a statute fundamentally dependent for its operations on such a feature, and incapable on its face of becoming operative with that provision omitted, might be said to be unconstitutional and void.

It is submitted that the Legislature, in a clear case of a recent unconstitutional enactment of this nature, when public reasons exist therefor, should not delay for some judicial intervention, but should apply at once remedial legislation; and that the public grounds for immediate action by the Legislature are apparent in this instance.

7841 It is ascertained from the Secretary of State's office that no attempt has been made to utilize this statute, chapter 367, Laws of 1884, except by the New York gas companies to form their consolidation.

The Consolidation Should be Annulled Because Unfairly Capitalized.

But, assuming the statute of 1884 to have the full force and validity its advocates and promoters contend for, the combination known as the Consolidated Gas Company of New York has not resulted from a compliance with its provisions. On the contrary having violated them in essential particulars, and having assumed to capitalize in excess of the true value of its acquired properties, its assumed incorporation should in the interest of the public be annulled by the Legislature and its properties and assets marshalled and distributed under the direction of the courts to those in law and equity entitled thereto. Moreover, such proceedings would doubtless swiftly result in a reorganization and a recapitalization on a fair basis.

Values.

Upon the question of the fair aggregate value of the properties, rights and franchises of the constituent companies the committee have made extended investigation.

In addition to the considerations hereinabove suggested touching actual values the various estimates and methods of estimation pursued in arriving at the combination in question have been spread in evidence.

From this it has result*ed* that in the opinion of the committee *by no fair and meritorious valuation can the property rights and franchises of the constituent companies be valued at* $39,078,000.

7842 This conclusion is sustained by any fair method of valuation that may be proposed. None has been suggested by testimony or argument that supports this figure.

The aggregate valuation is neither estimated according to actual cost; nor the fair earning capacity of the properties in the ordinary course of trade; nor the fair cost to duplicate an equivalent pro-

ducing capacity; nor the salable or market value of the properties; nor the true and actual value with a fair relation to the normal condition of similar commercial enterprises as they have been current; nor according to any ascertainable principle of fair appraisement.

It is not pretended that the valuation is according to the actual cost of the properties. But it was vaguely suggested by some of the officers that the appointed values represented a fair appreciation over cost. This topic, therefore, was made the subject of extended testimony, by which it has been clearly established that *with the exception of the lots of land originally acquired for the various works there was no investment in gas properties that had perceptibly appreciated in value beyond its first cost.* On the contrary such investments, unless annually replenished by fresh expenditures of from twelve to fifteen per cent., depreciate when in use; and when not in use or properly cared for are likely in a short time to become altogether valueless. Moreover improvements in the processes and methods of manufacture depreciate some values and necessitate expenditures for maintaining with economy a stated producing capacity.

Opinions as to gas plants proper may vary, and the values thereof may be more or less dependent on location, kind of gas to be made, competition in supplying, distribution facilities and other circumstances; but as a matter of evidence before this committee, *no*
7843 *witness has ventured the opinion that a gas plant is worth more than it cost to produce it.*

THE CONSOLIDATION SCHEDULES.

By directing the evidence toward the items stated in the sche-ules of appraisements upon which the business on consolidation was finally negotiated, and the books of the new concern opened, the committee readily ascertained upon what items opinions, even of experts, were likely to differ, and how far such opinions were a matter of any practical or legal importance.

These schedules, showing as they do the entire scheme of capitalization as outlined by the parties effecting it, have been deemed of sufficient importance to be printed herewith in full (excepting the real estate maps), reference being had thereto, it is only necessary in this connection to note that by these schedules the total aggregate values of the properties is assumed to be $29,994,000, and no more.

Now this amount is made up by assigning to each company specific values for the following items:

1 Street mains, valves, etc.	$5,217,000
2. Meters	1,195,000
3. Services (the service pipes from mains to meters, etc)	1,005,000
4. Plant	12,151,000
5. Real es-ate (being lots only, exclusive of buildings)	8,617,000
6. Bulkhead piers and water rights	1,300,000
7. Office buildings	325,000
8. Office furniture	70,000
9. Laboratories, photometer-rooms, etc	24,000
Total	$29,994,000

7844 As to items 1, 2 and 3: Grouping these items ($7,417,000) for conveniences, and comparing the values assigned to them in the appraisement schedule with the books, the following appears as the cost of mains, meters, and services:

Company.	Cost.	Page of testimony.	Schedule.	Increase.
Manhattan	$1,457,021	671	$1,800,000	$342,970
New York	Unknown.	708	1,292,000	.....
Metropolitan	8,357,129	727	1,477,000	239,870
Municipal, Knickerbocker	923,865	747	1,904,000	980,135
Harlem	527,669	758	944,000	416,331
Total	.....	.....	.....	$1,979,315

Thus the values for consolidation were assumed to be at least $1,979,315 in excess of the actual cost. Is it possible that the mains, valves, meters, and services had become enhanced in value notwithstanding their use and subjection to ordinary wear and tear for from five to forty years? It is common sense that neither mains, meters, nor services increased in value with time. The privilege of using them to furnish gas, is their chief, if not their only value. Do not these figures include all such privileges? If not, then these values are excessive. If they do the item elsewhere for franchise is so far improper.

Respecting the first three items, it may be observed that the values are stated at full cost, and upon the assumption that the quantities appearing upon the books of the respective companies to have been paid for, did actually exist in a condition equivalent to that at first cost. If this proves anything, it is that cost is not an unfair element in fixing values for some gas property.

The sixth item is in fact included in the cost of the fifth item, except as filling in of water fronts and construction of piers was
7845 paid for out of current expenses for labor and materials. The two items should be considered together as $9,917,000. That the value of the lots is in some respects inordinately excessive is fully proven; so excessive, indeed in some instances, as to be treated as fraudulent.

The committee has caused every specified piece of real estate to be appraised by a disinterested witness qualified by an experience of eighteen years as an assistant appraiser of city real estate in the New York tax office; and have subjected his results to reasonable tests from other witnesses of large familiarity with such values. No certified appraisement of the values of these lots was offered by the companies.

It is a moderate statement warranted by the testimony as well as from the general sources of information accessible to the public, to conclude that *the appointed or scheduled values for the lots* (not the real estate property so-called because the buildings and fixtures are accounted for in the "plant") *designated in the schedules as "real*

estate," is about twenty-five per cent. in excess of what was their fair value in September, 1884, when the agreement was signed.

This conclusion of fact, considered as it must be in connection with the obvious motives and public consequences of the whole transaction, is itself sufficient to justify the abrogation of the consolidation and capitalization assumed to have been perfected in this way.

A difference of even $2,500,000 of improper capital to which the public is practically bound to contribute, is of sufficient consequence to warrant the intervention of adequate public authority to extinguish it.

This, however, is only *one* item. What shall be done when the excess is nearer $20,000,000 than $2,000,000?

7846 Item four, "plant $12,151,000," appeared to have been arrived at as the result of a general agreement between the representatives of the constituent companies, and after much consideration.

It is not below the actual cost of the property it assumes to represent, and in some instances exceeds such cost.

Each company appraised its own plant, and submitted its figures to its associates. What is here designated as the plant comprises the retorts, benches, gas holders, tanks, engines, machinery, buildings, storehouses, yards, tools, fixtures and general apparatus for carrying on the manufacture. Fairly considered, the "plant" of a gas company is the manufactory complete for sending out a given quantity of gas. Considered with relation to capital, it is generally conceded that there is some recognized or approximate proportion between the capacity to produce a given quantity of gas, and the total capital necessary for that purpose. This will be again alluded to. The companies' valuations of plant, however, as appointed to this item, have no such significance.

The engineer who constructed a large portion of it, and who appraised the plant of the New York and Metropolitan Companies, testified that he made his valuation or appraisement (testimony, page 38) based on what the plant is worth "for the production of gas in the manner in which it was used at the time;" and that it would be of no use except in connection with the right to open streets; and that he could not conceive that it was of any value except for old material, unless under this condition, or made applicable for the purpose for which it was built. Upon that basis the witness thought it was fairly worth the money it would cost to produce it now, and he affixed his valuations accordingly.

7847 When it is observed as the testimony shows, that a large part of the plant of the old companies was produced many years ago, and used for the manufacture of a gas of a low candle-power, which did not successfully compete, in subsequent years with the gas of a higher candle-power manufactured by different method and introduced by competing companies, it is not difficult to understand why in recent years and until such competition was satisfactorily composed, the old companies were obliged to expend large sums on the plant.

Thus the New York Company during the last five years of its busi-

ness substantially reconstructed a large part of its plant. Substantial additions were also made to the Manhattan plant. The officials of these companies stoutly denied that any of their plant had been rendered worthless or unserviceable. The fact, however, appeared that at the works of the companies, there was very considerable plant that was not in actual use.

There is good reason to believe, from the testimony, that in view of the competition and methods of the later companies, and the menace thereby occasioned to the excessive profits to which the stockholders of the New York and Manhattan Companies had long been accustomed, that the managers of these old companies appreciated the necessity of improving their methods and uniting their fortunes with the new comers, or of appeasing their rivalry in some substantial way. Both courses seem to have been successfully followed. Valuable concessions of money (the New York Company paid to the Municipal $300,000 for patent rights), or of business were agreed upon; then freedom from competition and finally combination or consolidation was arranged, without which a large part of the business of the old companies might have fallen into new hands.

7848 Under these circumstances it was of slight consequences to any one constituent, and of still smaller consequence to any individual stockholder, at what figure the plant, or any other scheduled item, should be appraised, or valued in the consolidation. It was only important that the minds of all the representatives of the constituent companies should meet at some figure. Each company, therefore, that was urgent for consolidation tried to make its own figures as high as possible; and there was no interest to interfere with any excessive valuation.

Upon the testimony it requires some exercise of the imagination to conclude that the fair salable value of the retorts, benches, holders, tanks, engines, machinery, buildings, fixtures and the various apparatus comprising the "plant" of the constituent companies, exclusive of any other element of value reached the schedule figure of $12,151,000.

In the view taken by the committee respecting the total capitalization, it is not necessary to express any opinion as to what was in truth the fair value to be assigned to this particular item of $12,151,000 because the value of a gas apparatus is elsewhere considered and is not fairly to be separated from the value of a gas plant in its entirety. If the various factory items be detached from each other and valued separately, and not for the purpose of being used in the manufacture of gas, then, as the witnesses agree, their separate values would be much less than cost. In that event they should not have been scheduled on the basis of estimated cost; or as pretended according to what it would cost to reproduce the apparatus. Much of the material was necessarily obsolete, laid aside, or incapable of detached estimation without regard of the general relation of all parts of the plant to each other and to the business in which it is used.

7849 It is clear that all parties treated the value to be assigned or scheduled to this item (as indeed they treated all the other items) as dependent on the condition of its continuing use

at the same place for making and supplying gas. The valuations were for property of a "going concern;" else, as one of the builders and appraisers testified, the plant had little value except as old material.

Of course, therefore, the value of the "going concern" depended on the right of the concern to keep going; and this necessarily included the right or franchise so to do if any existed.

The entire properties when valued or pretended to be valued in this way are scheduled by the managers at $29,994,000.

This scheduled estimation of $29,994,000, *therefore, necessarily comprehended an over-valuation of all there was or could have been of properties, franchises and rights belonging to all the constituent companies.*

The arbitrary addition, therefore, to this sum of more than twenty-five per cent. of this excessive valuation not only savors of fraud to some innocent stockholders who approved it but amounted to a public wrong.

Instead of $29,944,000 the consolidation capital appears scheduled at $39,078,000. This result is attained not only by excessive estimations according to the scheduled items, but by their actual duplication; here is

One Fictitious Item of $7,781,000.

With no limitation by law on the price of gas, or regulation as to its quality or measurement, the effect of adding arbitrarily $7,781,000, the last scheduled item, to the capitalization of six companies already capitalized excessively for the business they were conducting, is to tax gas consumers for an unrestricted profit on an apparent investment of $7,781,000, when in honest truth that $7,781,-
000 does not represent one dollar.

7850 Seven per cent. on this sum is over half a million dollars per annum. More than four times that amount has already been distributed as dividends and collected by the consolidation from the gas paying public of New York.

This item alone of $7,781,000, is a significant badge. The public wrongs its approval would perpetuate justifies the Legislature in disintegrating the transaction of which it is an essential element.

The True Value of Gas Properties.

But the true value of a complete plant, capable of producing a stated quantity of gas and adequate to the varying demands of the seasons, and of reasonable expansion for the future, including real estate, apparatus and all the necessary equipment for business, has been conceded by all the witnesses testifying upon the subject to be measured by its fair cost. All the evidence concurs in the statement that the capital fairly requisite to produce a given quantity of gas is readily ascertainable within approximate limits. The experience of witnesses who have organized companies, constructed and located gas works, inaugurated and conducted gas business generally, coin-

cides within reasonable limits. Indeed so uniform was the testimony—extracted from unwilling witnesses and not without difficulty—that the committee have no hesitation in stating it to be a fact that for a producing capacity for furnishing, say five million cubic feet of gas per day a maximum capital of five millions of dollars is abundantly adequate including preparation for extensions and enlargements of the business.

To double this capacity would not require double the capital. On the contrary in dealing with such large capacities, the proportion of additional capital required to increase the manufacture diminishes as the capacity increases.

7851 By way of illustration, the constructor and manager of the works and business of the Mutual Gas-light Company testified to having attained a capacity of 4,000,000 cubic feet per day, with a representative capital of $4,100,000; in which sum is included $600,000 spent in experiments, enlargement, and alterations of works and street mains, and other miscellaneous items belonging to a proper construction account. The construction here alluded to was also made soon after the war when prices for labor and materials were higher than at present. The same thing could be done now, the witness thought, for twenty per cent. less. The producing capacity thus established, having been conducted with regard to the future demands of the business, is capable of being doubled by the further expenditure of about $1,500,000.

Here is testimony from experience that a total capital of less than $6,000,000 is practically adequate to the necessities of a gas business capable of furnishing for New York 10,000,000 cubic feet of gas per day.

The present consolidation is now producing about 22,000,000 cubic feet of gas per day, and in the opinion of some witnesses is capable of producing 28,000,000. It claims to own land enough to erect works to double its present production.

If this be true such land should either be utilized or disposed of, to prevent the public from being charged dividends for its use as capital.

Upon this testimony a capital of $15,000,000 would more than suffice for a business capable of furnishing 25,000,000 cubic feet of gas per day.

Indeed, as an appraiser of gas property this expert stated that as a practical man, to arrive at the fair actual value of gas works, he would not apply any other basis or principle of valuation than what it would cost to produce a given quantity of gas per day.

7852 He also stated that he and others interested in the consolidation negotiations thought its capital too large.

Another expert who was engaged in constructing the Manhattan works, and was for many years the chief manager of that company, testified that with the expenditure of $1,000,000 an additional producing capacity of five million cubic feet of gas per day could be constructed by the consolidation.

The president of the Equitable Gas Light Company, who also organized the Municipal company, testified that with a capital of $20,000,000, he would hopefully undertake to furnish the whole city of New York with more gas than they required and also make con-

siderable allowance for future growth; and further, that within the past few years his company had attained a capacity to produce 2,500,000 cubic feet of gas per day, at a total expenditure (including $500,000 of stock issued for patents) of about $2,850,000.

Enlarging the capacity above five million cubic feet per day requires much less capital in proportion to further capacity than the original capital required for the initial capacity. Especially is this true when the original construction is planned with due regard to future growth, and all gas works are usually so devised.

Thus, it is indisputable that *upon the evidence the fair capital of the combined constituent companies, having regard to their actual and prospective capacities, and present out-put of gas should stand at less than twenty millions of dollars. Under no circumstances should it be permitted to remain for any public purpose whatever* at $39,078,000.

If in any possible view of the situation the combined properties be deemed to be of any such value a large portion of the property should be sold and a recapitalization established upon a basis
7853 that shall be fair to the public and just to all parties in interest.

According to the experienced testified to by the president of the Mutual Company, a capital of $18,000,000 would be more than adequate for a producing capacity of 30,000,000 cubic feet per day; a larger output than the consolidation has yet attained.

To express it *within wide and liberal limits* on the whole evidence, regardless of cash actually contributed by stockholders—if such important elements are in any aspect of the case proper to be disregarded—*a fair and meritorious capitalization of the constituent companies consolidating would have been at some figure between* $15,000,000 *and* $20,000,000.

Market Values of Stock under Normal Conditions not above these Figures.

The conclusions above expressed are further supported by comparing the market values of the shares of the constituent companies with the large capitalization which their managers had themselves established.

In 1879, under normal conditions, when there was competition and the ordinary demands of commerce and of capital, operated without artificial restraint in the public enterprises of supplying gas, the total market value of all the shares of capital stock of the six constituent companies was, according to the quotation then current, about $13,933,000.

Gas was then furnished as low as one dollar per thousand cubic feet; new capital was seeking to supply it, and the old companies sought to defeat the endeavor by destroying the new companies and by impairing the confidence of capitalists in them. But the
7854 expensive methods of the old companies and low candle power of the gas produced by them, threatened their business and profits in competition with the new rivals. So a truce was agreed upon.

It is incredible that without any substantial contribution of money or of property or any new privileges, that which six years ago was valued in the market at $13,933,000 should now have attained an actual aggregate value of $39,078,000. Yet if the consolidation is an honest one such should be the fact. This however, as we have seen is not the fact; many of the old stockholders of the new concern seem to be of the same opinion lest when the public become more fully informed on the subject they may not heartily invest in the shares at par. Since the consolidation the old shareholders have disposed of about one-seventh of their holdings to the general public who have purchased (as it appears by the books) since the Senate ordered its investigations.

The Gas Pool an Unlawful Combination and no True Element of Value.

The truce agreed upon when the price of gas was restored and the gas pool established was the organization of consolidation.

An agreement was made April 5, 1880, between all the companies at that time supplying gas in New York city, fixing the price of gas at $2.25 per thousand cubic feet, providing that there should be "no canvassing or soliciting of customers," that no new mains should be laid in streets where mains were already laid "it being the intention that no competing mains be laid," that all sales should be pooled and the proceeds distributed in established proportions, and that the agreement should continue for five years "unless sooner terminated by consolidation."

7855 It is noteworthy that this agreement followed the absorption by the Municipal Company of the Knickerbocker Company (the details of which transaction are elsewhere alludcd to) and that the parties profiting by this transaction were active managers in promoting the consolidation that was in terms contemplated by the pooling agreement.

The agreement also provided for a committee of one member from each company to conduct the business under it. Thus the Municipal Company, which owned all the stock of the Knickerbocker acquired two votes in the combination. Some of the largest stockholders of the Manhattan and New York Companies had also become interested in the Municipal Company, and naturally assisted in promoting the consolidation.

Four votes, representing these four companies, determined values, stock distributions and reservations, total share capital, together with the general course of action of the committee, and finally brought about the consolidation.

Moreover the immense profits immediately enjoyed by the combination, and the fact, that within less than six months from its perfection the quoted value of the shares of the companies participating had more than doubled, intensified the possibilities of the future.

The New York Company spent several hundred thousand dollars in adapting its coal gas apparatus so as to manufacture water gas; and improved or generally reconstructed a large part of its works.

The accounts show over $800,000 expenditures of this kind from earnings realized after the pool was made, and that the immense profits succeeding the pooling agreement are due to the excessive charges for gas fixed by the pool and maintained by it.

7856 This price was obviously so fixed as to pay the dividends mutually agreeable to the managers, and without any consideration of what was a reasonable price for the public to pay.

This pooling agreement of April 5, 1880, was undoubtedly illegal and void as against public policy, and in restraint of trade. Its existence was concealed from the public. Its terms come within the well-defined class of judicial authority on that subject. If any method existed by which this agreement could be subjected to judicial scrutiny it would doubtless be declared to be illegal. Its public effect having been to extort from the consumers in charges for gas supplied, large sums of money in excess of a fair and reasonable charge, does not add anything to its integrity, but on the contrary, affords additional reason why the results attributable to such an impolitic contract should not, if unjust, receive legislative sanction.

If it be true that by reason of this agreement and its operation the price or market value of the capital stock and properties of the constituent companies greatly appreciated, and if in consequence of the extortion thereby practiced, and profits thereby realized, the aggregate values of the properties of the constituent companies became in the opinion of their own managers largely enhanced, then these considerations should be disregarded in arriving at what, under normal conditions, and according to the unrestrained influence of the laws of commerce and the requirements of capital, was the true value of the aggregate properties of the constituent companies.

It is submitted that the legislature has no moral right to entertain fictitious or illegal standards of values as the basis for legislative action, and that in consequence all estimates founded upon wrong should be absolutely disregarded. The values of the prop-

7857 erties of the constituent companies should be ascertained independently of this agreement, or of any operations under or in pursuance of it.

The profits during the four years following this pooling agreement are aptly illustrated by the fact that the Manhattan Company, in that short period, paid in dividends to its stockholders an amount exceeding its entire capital. The Municipal Company likewise returned to its stockholders more than its actual capital, and the Metropolitan Company divided also as its profits sums equal to about four-fifths of its actual capital. The actual receipts and expenditures of the constituent companies during this time, as shown by their books exhibited their excessive profits to have arisen exclusively from the charges for gas. *These charges for gas, being excessive and unreasonable,* formed no proper element in valuing the respective properties of the constituent companies.

Much difficulty was experienced by the committee in ascertaining from the witnesses who were individually concerned in the endeavor, and who were members of the pooling committee having consolidation in contemplation, as to the time when the details for consolida-

tion and capitalization were first definitely arrived at. There was a curious coincidence of failure of memory in this respect. The records exhibited that as early as the fall of 1883 plans of consolidation were under consideration, and in December, 1883, a plan was so far adopted as to be referred to a sub-committee "with power to call in legal counsel," with a view to carry it *in* into operation.

At this point it became desirable to ascertain whether any legislation had been proposed in aid of the contemplated consolidation; but in this respect the efforts of the committee were unex-
7858 pectedly—and either by design or accident—thwarted. It did appear by the testimony of one of the directors of the Municipal and Knickerbocker Companies, and one of the members of the pooling committee and an active promoter of the consolidation and one of its present advisers and directors, that in 1883 an act was drafted in aid of the consolidation scheme. This proposed act the witness (Henry Day) testified was handed by him to one of the State senators and subsequently became a law, known as chapter 567 of the Laws of 1884 (see testimony, pages 206-215). The witness said he asked the senator to take the bill and to push it along as fast as he could and that the senator introduced the bill (ib. 214) At the next session of the committee the senator named appeared and requesting to testify stated, that while he was handed the bill and requested to introduce it, yet he did not do so but returned it to the witness with his reasons. He did not know or hear while he was in the Senate of the passage in 1884, or the presentation of any bill relating to the consolidation of gas companies in the city of New York; and that it was a matter of surprise to him when he learned that a bill had been claimed to have been passed looking toward such consolidation. He also stated that the bill which he had returned to the witness was an act authorizing the consolidation of manufacturing corporations, and that it was returned to the witness within two months from the beginning of the session of 1884.

The examination of the witness Day had, meanwhile, been suspended, with the understanding that he should attend again upon the committee when notified, and produce also certain papers called for. The witness was then notified to attend and to produce, in addition to the papers called for, the draft of the proposed act
7859 which the senator had returned to him. This, however, he neglected to do, sending the committee a letter that he would be out of town on the appointed day. Mr. Day successfully evaded, or avoided the efforts of the sergeant-at-arms to serve him with a further subpœna. (See proceedings, page 587.) The committee allude to this incident as affording a partial and suggestive explanation of the sources of some of the legislation which the promoters of the consolidation scheme have claimed to take advantage of, and to throw light on the question whether such legislation should be repealed, or should remain on the statute book.

In this connection there are two amendments (chap. 276, Laws of 1883, and chap. 287 of the Laws of 1884) to the New York city consolidation act or charter of 1882, which could not have had

their origin elsewhere than with the promoters of the consolidation scheme.

The present effect of these amendments is to prohibit the laying of any gas mains in the streets or avenues of New York city, except after two-thirds of the owners of the property fronting on the streets and avenues where mains are to be laid, shall have united in petitioning the city authorities for that purpose. This legislation was without precedent respecting gas companies in the city of New York, and practically prohibits forever any competition with existing companies.

It is the occupants of stores or dwellings, rather than the real estate owners, who are directly interested in the laying of one or more mains in front of their premises. It is the numerous small consumers who are unable to protect themselves against extortionate charges for gas, or to induce competition at their premises, or whose trade is affected who are immediately interested. Moreover capital would not be successfully invited to invest in the laying of
7860 mains in one block or street, unless there was a reasonable opportunity to perfect some profitable system of arterial distribution for the gas it proposes to manufacture. Any devised system of distribution might be destroyed by the failure of one block of real estate owners to consent to the laying of mains, while on that same block no one of such owners might reside or carry on business, or be interested to the extent of one dollar in the laying of such mains.

This prohibitory legislation was undoubtedly designed to cut off competition, and to promote and to perfect the scheme of fraud and of extortion which has culminated in the consolidation.

It is noteworthy that this practical prohibition against competition, was made a law shortly after the Equitable Gas Company by its contract with the city had acquired for itself the right to lay mains, and had guaranteed the maximum price. It proposed to furnish gas at $1.75 per thousand cubic feet, instead of at the price of $2.25 per thousand cubic feet, which was then charged by all the companies. It is also in this connection noteworthy that when the Equitable Gas-light Company had constructed works, laid mains, and had begun to furnish gas in appreciable quantities, viz.: in November, 1884, there was a coincident reduction or apparent reduction by the consolidation from the price of $2.25 to $1.75 per thousand feet.

Concealed as this prohibitory legislation was in the amendment to a section relating to steam pipes, it is not strange that its practical operation did not suggest itself to the Legislature which enacted it. In the light of its effect and its expediency the committee recommend its abrogation. To effect this, requiring as it will a further amendment to the New York City Consolidation Act, or
7861 a separate or local act, the committee have prepared an act which is herewith proposed.

As long as the policy of the State appears on its statute books as it does since the passage of chapter 37 of the Laws of 1848, to authorize the formation of gas-light companies under the general laws and

without special authority from the Legislature, there is no good reason in the opinion of the committee why under reasonable and proper regulations capital should not be invited to interest itself in serving the public on fair terms, without favor or partiality to any particular company or monopoly that may have improperly fortified itself against further enterprise and reasonable competition. It is obvious, however, that it was the purpose of the promoters of consolidation to exclude further enterprise and further capital, and to insure at the same time a remunerative return upon a nominal and fictitious capitalization which might attract innocent investors. It was undoubtedly with this view that the combined capital of the constituent companies was fixed arbitrarily by the parties to the agreement at $45,000,000.

That is was not from the first intended by any of the promoters of consolidation to unite upon the total combined, actual or nominal capital of the constituent companies, is clear when it is observed that there already existed a law authorizing manufacturing corporations to consolidate upon a combined capital which should not exceed the aggregate capital of the uniting companies. Such a law was passed in 1867. Its terms did not apply to gas companies; its re-enactment in 1884 did not then in terms apply to gas companies: but the law of 1884 assumed to permit consolidation upon a capital equivalent to the fair aggregate value of the property, fran-
7862 chises and rights of the uniting companies. While it may be true that neither of these statutes apply to the New York Gas Companies, it is clear that the first one, limiting as it did the new capital to the total capital of the constituent companies, did not answer the purposes of the consolidation promoters.

The testimony shows that the figures, $45,000,000, as the capital of the new concern, was proposed early in the summer of 1884. About the same time schedules of the real estate of the constituent companies were directed to be prepared. Schedules of the other property, plant, mains, etc., in more or less perfect form had already been considered by the members of the pooling committee, but nothing definite in respect to values had been determined. Careful questioning of every member of that committee who was called as a witness, and of all the officers of the constituent companies, has failed to disclose any paper containing in whole, or in part, any schedules whatever of any of the properties of any of the constituent companies, or any of the plans for consolidation that were before the pooling committee. Nothing in this respect has been found except the formal inventories or schedules exhibiting the properties of the various constituent companies, as they were finally accepted and agreed upon at the time the consolidation agreement, dated September 29, 1884, was executed. The committee is unable to explain the singularly coincident absence of data by which these various schedules must have been prepared; and cannot account for the absence of memory of all the witnesses who assumed to agree upon the details of values therein set forth.

The failure of the Mutual Gas-light Company to become one of the constituent companies in the consolidation, as designed, by the

terms of the consolidation agreement is explained by the pro-
7863 visions of its charter (chapter 651 of the Laws of 1866, sec. 6), that renders its directors voting for consolidation, or for transferring its franchise to any other gas company, liable to punishment as for a misdemeanor. It is doubtless for this reason that the Mutual Company did not unite in the agreement in which it is recited as a party. The capital, therefore, of $45,000,000 for the consolidation was in fact reduced by the amount which by that agreement had been assigned to the Mutual, viz.: $5,922,000; leaving the existing nominal capital of the combination to stand at $39,078,000.

Whether the execution of the pooling agreement, dated April 5, 1880, by the Mutual Company and signed by its president was an offense under the section quoted, or such a violation of law as impairs the charter of that company, are questions which may properly be left with the judiciary.

The Failure of the Mutual Company to Comply with its Charter.

There is, however, one provision (Sec. 4, chap. 651 of the Laws of 1866) in the charter of the Mutual Gas-light Company which, according to the evidence and accountant's tables prepared from that company's books and accompanying this report, requires special attention with relation to that company. Its charter requires that whenever the profits of this company shall in any one year exceed ten per cent. on its capital stock, then the excess shall be divided "between the consumers of gas furnished by said company, *pro rata* according to the amount consumed by them respectively, and the other half shall be paid as a dividend to such owners and holders of the stock of said company as may be consumers," provided that no individual stockholder shall be paid such dividends upon more than fifty shares.

7864 It appears that during the last few years the profits exceeded in each year ten per cent. of the whole capital stock of the company, and that (testimony, page 405) a large fund (exceeding $800,000) has accumulated, and that large accumulations are now being made after providing for an annual profit equivalent to ten per cent. upon the whole capital stock. No measures appear to have been taken to distribute this profit in accordance with the above quoted provision of the charter of the company; nor has it been used to reduce the price of its gas furnished. The net earnings or profits of this company were for many years largely in excess of $500,000 per year, or ten per cent. upon its nominal capital stock. A scheme was resorted to of issuing $1,500,000 of bonds to stockholders for an equivalent amount of stock concurrently surrendered. This operation is treated by the company as a reduction of capital; and it is now proposed to pay those bonds out of the accumulated earnings. Some have already been paid. Dividends also were paid upon $3,500,000 in 1883 and 1884. There are now among the assets of that company representing earnings after paying dividends, $3,130,000, $830,000 of which is invested in United States bonds.

This attempted evasion of the section above quoted is a violation of law, that in the opinion of the committee requires the intervention of public authority. It would seem to warrant the abrogation of its charter.

Under the circumstances, and in the absence of an opportunity for further investigation into the matter, and in the absence of any justification offered by the company when called to its attention, the committee recommends that the Attorney-General of the State be instructed to institute such proceedings as the facts may warrant.

A bill for this purpose is herewith submitted.

7865 THE POOLING AGREEMENT WAS EXTINGUISHED BY THE FINAL AGREEMENT OF CONSOLIDATION.

Four years and a half of successful operations under the pooling agreement, assisted by friendly legislation, culminated in the consolidation of November 1885, formally announced to the public with a reduction in the nominal price of gas per thousand cubic feet.

The agreement of consolidation, by its article VIII, assigned to the various companies the amount of the capitalization (testimony p. 787) respectively apportioned to each company, and also a number of shares of the par value of $100 each that should be allotted to the stockholders of the constituent companies out of the total number of shares, thus: (See page 787.)

Name of company.	Par value of shares.	No. of shares allotted.
New York Gas light Company	$7,821,000	75,600
Manhattan Gas light Company	12,352,000	119,400
Metropolitan Gas light Company	7,422,000	71,500
New York Mutual Gas-light Company	5,922,000	57,250
Municipal Gas-light Company	5,276,000	51,000
Knickerbocker Gas-light Company	3,104,000	30,000
Harlem Gas-light Company	3,103,050	30,000
Total	$45,000,050	434,750

It was also provided that outstanding obligations or debts of either of the constituent companies might be assumed or paid by the consolidation, and a proportionate amount of stock be reserved from this distribution to stockholders in order to provide means to pay such indebtedness.

It was also provided that supplies and material on hand by the constituent companies might be sold or transferred to the consolidated company for cash or stock; and that schedules of property, debts and shareholders should be furnished by the constituent
7866 companies. And also that if any company should not sanction the agreement, the consolidation should be binding upon those who did sanction it.

THE MUNICIPAL AND KNICKERBOCKER PROFITS IN CONSOLIDATION.

In this scheme of capitalization it will be observed that $8,380,000 of the total nominal capital and 81,000 shares of its stock was assigned to the Municipal and Knickerbocker companies. Here is an item that concerns one-fifth of the total recapitalization, and affords another illustration in support of the conclusions expressed in this report.

The nominal or *share capital of the Municipal* company was $3,000,000, and of the Knickerbocker company $1,500,000. Upon what reasonable ground could $8,380,000 be *apportioned* to the owners of $4,500,000?

It has been suggested that there were debts of these two companies amounting to $1,465,000 (Municipal $328,000, Knickerbocker $1,137,000). That, however, is no explanation, as the property represented by the old stock was subject of course to debts, and issuing new stock for old did not change the situation in that respect. The transaction still retained its character of the substitution of 81,000 shares of new for what was called 45,000 shares of old stock, without the contribution of an additional dollar of actual capital.

In fact, however, there was not in any true and proper sense of the term a capital of $4,500,000, which 45,000 shares of old stock could fairly be said to represent in these two companies. All the stock (15,000 shares, representing the par value of $1,500,000) of the Knickerbocker Company was in fact purchased by the Municipal Company, and held in trust for its benefit by a transaction concluded in March, 1880, just before the gas pool was made. These 7867 15,000 shares being in fact paid for by the issue of 3,500 shares (representing $350,000 par value) of the capital stock of the Municipal Company, were thenceforward represented by this Municipal issue. It was, therefore, no less a fraud on the public than it was a fraud on stockholders of other constituent companies to include the same capital twice in the consolidation, as it was in fact included. Thus, new stock of the consolidation was issued both for those 3,500 shares of the Municipal Company at the rate of 158½ new stock for 100 of old, and new stock was also issued for those 15,000 shares of Knickerbocker stock at the rate of 123½ of new for 100 of old. Nor is it any answer to this unwarrantable multiplication of shares, and imposition on the public and on investors, that it was a profitable transaction to the holders of shares in the Municipal Company. When a fraud is attempted and successfully perpetrated, profit is generally contemplated and realized. It undoubtedly was profitable in this instance to those who managed the business. The knowledge of structural weakness in this method of capitalization is doubtless the explanation of what the share lists show to be the fact, viz.: That among the old shareholders of the constituent companies who since the consolidation have parted with their stock, more than half are Municipal shareholders.

The Knickerbocker Transfer.

As further illustrating the initial wrong or fraud in this same element of capitalization, the method pursued by the officers of the Municipal Company in issuing the block of its 3,500 shares last mentioned is noteworthy. This transaction in brief was as follows: The stock of the Knickerbocker Company was of no value. Its
7868 officers had so sworn for successive years before the tax authorities in New York city. The property of the company was incumbered with debts for construction, etc., to the extent of about $1,150,000, and no immediate prospect of relief was at hand. The nominal or share capital of the Municipal Company was at that time $2,000,000. This was voted to be increased to $3,000,000. The Municipal Company drew its checks for $350,000, and paid it to R. F. Cutting, who, in common with his associates, owned a large part of the debt against the Knickerbocker Company. Cutting, without relinquishing any of the debt, drew his check in return for $350,000 and paid it back to the Municipal. The latter company thereupon under the pretense of having received $350,000 of money in payment for subscription to its increased stock, issued these 3,500 shares, which were distributed by Cutting or his associates at their own pleasure, in acquiring the total 15,000 shares of Knickerbocker Company's stock. The discontinuance of a pending law suit, to which the paper showed a complete defense (see Appendix I), further assisted to conceal the actual transaction. These 15,000 shares were then placed in the hands of Messrs. Francklyn, Ottendorfer, Gawtry, Allen and Day, as five trustees to hold for the benefit of the Municipal Company.

These five trustees, holding each one share separately in his own name to qualify as a director, assumed to constitute themselves a directory for the Knickerbocker Company. Some of them were already trustees or directors of the Municipal Company, and all of them were, of course, interested in that company. Thereafter the Knickerbocker Company became owned and managed by the Municipal Company. It was, of course, the interest of the last-named company to discharge the Knickerbocker indebtedness. It has, in fact, succeeded in having that indebtedness substantially dis-
7869 charged by the consolidation, and has received from the consolidation, the profit of about $5,380,000 in its shares for the privilege.

It is true that after the acquisition of the Knickerbocker shares in March, 1880, the Municipal company did expend upon the works of the Knickerbocker in improving them several hundred thousand dollars. This expenditure is represented by an equivalent increase in the capital stock of the Municipal company. The testimony particularizing the transactions last above mentioned as far as the committee have been able to extract them (and it is a notable coincidence that one of the persons concerned and largely interested in the transaction represented by the exchange of checks for $350,000, sailed for Europe while the testimony on that subject was being taken; and that another party in interest, and one of the trustees, a director,

manager, and professional advisor in the affair, could not be found at his house, or at his office during the last three weeks of the life of the committee) will be found at pages 215 to 288 of the proceedings.

As further illustrating the motive in preserving the semblance of two separate and independent organizations, when in fact there was only one, and of preserving the power of *two* corporations in the combination, when in fact it was but *one* party, and of the probable design towards the ultimate profitable result attained through consolidation, the form was observed of executing an apparent lease whereby the Knickerbocker Company purported to lease its works and properties to the Municipal company for an annual rent of $75,000 for five years from November, 1880. This lease, together with the trust agreement above mentioned, will be found printed in full in the appendix to the report of the prior senate com-
7870 mittee, whose conclusions at page 9 in reporting that the payments under that alleged lease could only have been matters of form this committee on further investigation ratifies and confirms, and in view of the fact developed further finds to have been parts of a scheme to defraud.

The conclusion arrived at upon this branch of the investigation of the consolidation and capitalization is that the nominal or share capital of the so-called constituent companies was in part fictitious; that the new issue was also in part fictitious; and that the consolidation in these respects was not according to the fair aggregate value of the property, franchises and rights of the united companies.

Other illustrations than those above detailed of fiction or of water in the stock of the consolidation need not be further particularized.

Interests Maintaining Consolidation and Prices.

It is not strange that a capitalization constructed on such a basis should be jealous of the power to regulate its own revenues by fixing its own price of gas. This power it now exercises without restriction. Nor is there at present any competition, except that which, within a limited territory, is afforded by the gas furnished by the Equitable Gas-light Company.

The Mutual Company's operations supply a territory with which the consolidation does not interfere, and for practical purposes may be deemed to be covered by the combination so far as price is affected. The interest of this company, as well as of the Equitable Company is, and at the present outlook must continue to be, to maintain the present price for gas.

The officers of the Equitable Company while opposing official restriction of price of gas, claim to furnish a better quality of gas than has ever been delivered in New York; and seem content to
7871 compete with their gas at any price charged by the consolidation. Hence, the continuance of the high prices fixed by the consolidation operates advantageously for all the companies under the present condition. Without, therefore, a limitation of capital and dividends as an element of price, or an absolute price to be fixed

by law (which might if not sufficiently elastic to respond to the exigencies of commerce prove in some year to be inequitable), there is no prospect of gas being furnished any cheaper by existing companies.

If new companies, with responsible parties, will enter upon the task and supply capital under reasonable restrictions as to dividends, price, and proper official regulation, the committee recommend that the proper authority be given them by law for that purpose.

But the time that would be required for new enterprises to perfect their sources of supply and means of distribution would not afford any immediate relief against the present overcharges.

Limitations Fair to Shareholders.

In legislation to limit the price of gas, or the dividends of the present companies, there is no inequity to the shareholders. The excessive profits shown to have been derived by the shareholders in the consolidation removes this consideration from serious attention.

The few recent investors or speculators who have been induced to deal in consolidation shares took their own risks as to what the paper was worth, and as to what might be the results of the investigations undertaken on the part of the State prior to their transactions.

The excessive profi-s just mentioned as realized by the shareholders of some of the constituent companies, six-sevenths of whom
7872 still retain their holdings, are illustrated by the following facts:

The New York Company's shareholders have received from the earnings of that company $18,484,078.50 in dividends and $87,258.19 of assets distributed at the time of consolidation. The same shareholders have also been allotted $3,600,000 (par value) in shares of the consolidation over and above the $4,000,000 (par value) of their old shares, which latter represented an actual investment of $750,000. The total benefits to New York shareholders above investment are $22,171,336.69.

The Manhattan shareholders have received from the earnings of that company $26,347,675.66 in dividends and division of assets, together with $7,940,000 (par value) in shares of the consolidation over and above the $4,000,000 (par value) of their old shares—the latter representing an actual investment of $3,280,000. The total benefits to Manhattan shareholders above investment are $34,287,675.66.

The Metropolitan Company's shareholders have received from the earnings of that company, $7,573,749.36 in dividends, and will receive $686,988.17 additional distribution of assets upon consolidation. The same shareholders have also been allotted $4,000,000 (par value) in shares of the consolidation over and above the $2,500,000 (par value) of their old shares, which latter represented $612,700 paid in money, and $1,887,300 (par value) of shares issued for property. The total benefits to Metropolitan shareholders above actual capital are $12,260,737.53.

The Municipal and Knickerbocker shareholders have received within nine years from the joint earnings of these corporations, $2,-

806,192.50 in dividends, and $932,843.63, proceeds of assets distributed at time of consolidation. The same shareholders have also been allotted $3,600,000 (par value) in shares of the consolidation, over and above the $3,000,000 (par value) of the total Municipal stock, which latter represented all the shares and capital of the Knickerbocker, or $2,515,300 of shares paid for in money, and $450,000 (par value) of shares issued for property. The total benefits to Municipal and Knickerbocker shareholders are $7,339,036.13.

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The Harlem shareholders have received from the earnings of that company, $2,529,917.25 in dividends, and $830,000 (par value) in shares of the consolidation over and above the $2,000,000 (par value) of their old shares, which latter represented $1,569,050 of cash, and $150,950 (par value) of shares issued for property. The total benefits to Harlem shareholders are $3,359,917.25.

Altogether the shareholders of the constituent companies (see pages 775 and 776) have received from earnings in cash dividends $57,741,613.27, and proceeds of assets distributed at time of consolidation, $1,707,089.99. The same shareholders have also been allotted $19,970,000 (par value) in shares of the consolidation over and above the $15,500,000 (par value) of their old shares. The latter represented only $8,727,050 of cash actually invested by shareholders, and $2,488,250 (par value) of shares issued for property, the balance ($4,284,700) of the old nominal or share capital representing accumulated earnings. The total benefits to shareholders of all the constituent companies as the result of consolidation are $79,418,703.26.

Reports and Publicity of Accounts.

The fact that these extensive accumulations and inordinate profits have been attained by extortionate charges upon gas consumers, and without any public information or means of information as to the necessity or fairness of the charges exacted or authority to measure them, demonstrates in the opinion of the committee the expediency and usefulness of full and complete publicity of gas companies' finances.

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While the gas companies do not enjoy any special power or authority over private property (*e. g.*, they may not exercise the power of eminent domain), they are nevertheless in their very nature more or less of a monopoly, and as such have devoted their capital or property toward a business in which the public have an interest.

Upon that ground, as well as upon other grounds, they are subject to public regulation. The primary regulation should be to enforce fair and honest reports of their transactions.

Stated accounts and reports are necessary in any well conducted business; and have proved efficacious in many respects when enforced upon corporations engaged in a business of a public nature. The gas companies of London, and of many of the great cities of the world, are subject to some such supervision. The stated reports are of large practical service to consumers and investors.

The detailed statement of capital, property, investments, earnings, expenses, repairs, loss, profits, receipts, purchases of material and sales of gas, residuals and other products, amount and value of productions have been enforced in many places with excellent results both to the shareholders, managers and consumers.

The forms in which such reports are now required to be particularized, as well as the information furnished by a large business of that character during the first half of the year 1885, are deemed of sufficient general public interest to be appended (appendix L) to this report. Besides its value as a form this publication of the Gas-light and Coke Company of London exhibits operations involving a capital of about $54,000,000, an out-put of gas of 8,479,915,000 in
7875 six months, a maximum price to the consumer of seventy-two cents per thousand (and for much of the gas a less price, different kinds of gas being made), and a profit on various issues of its shares ranging from five to ten per cent. on the investment.

For purposes of useful comparison, however, the operations of the three companies furnishing gas in the city of London during the entire year of 1884 are more valuable. This information is detailed in reports resulting from investigations of Parliament, printed by order of the House of Commons in March and July, 1885.*

This report shows that the Gas-light and Coke Company in the year 1884 sold 15,251,603,000 cubic feet of gas—about four times the out-put of the New York Consolidation for the year ending November, 1885—and at a price to consumers ranging from sixty-four to seventy-two cents per thousand; that the operations of the company involved a capital of $53,665,000, represented by various grades of shares, on which dividends were paid ranging from five to twelve per cent. per annum.

The Commercial Gas Company of London in the year 1884 sold 1,633,122,000 cubic feet of gas at a maximum price to consumers of sixty-four cents per thousand. Its capital was $3,729,000, represented by different grades of shares, on which dividends were paid ranging from ten and one-quarter to thirteen and one-quarter per cent. per annum.

The South Metropolitan Company in the year 1884 sold 4,234,-164,000 cubic feet of gas at a maximum price per 1,000 feet of sixty-eight cents (less five per cent. to public bodies and railways).
7876 Its capital was $11,401,800, represented by different grades of shares, on which dividends were paid ranging from eleven and three-quarters to fourteen and one-half per cent. per annum.

Hence the total out-put of gas during the year 1884 sold in the city of London was 21,118,889,000. Its production occupied capital represented by various grades of shares in round figures of $68,795,-800, on which liberal dividends have been earned, while consumers have not paid beyond a maximum price of seventy-two cents per

* These reports are made in great detail for all the gas undertakings in the United Kingdom, exhibiting the various authorities under which they act, and their capital, profits, and all their operations. The reports may be had of the London book-sellers.

thousand. This rate does not refer to cannel gas, which affords no useful comparison.

It assists the comparison to observe that in 1884 the price of residuals was so reduced in London as to assimilate themselves to the corresponding values of residuals in New York.

By this it would seem that a capital of $17,000,000 was amply adequate to produce 5,000,000,000 cubic feet per annum, or an out-put exceeding the year's out-put of the Consolidation.

It cannot be true that in the face of these facts $39,078,000 is a true capital or the fair aggregate value of properties, franchises and rights employed as capital in the business of selling to consumers in the city of New York, an out-put of 3,820,000,000 cubic feet of gas—which was the out-put during the first year of the operations of the Consolidation. Nor can it be true that there is any necessity or equity in extorting a price of $1.75 per thousand.

Operations of the Consolidation.

In the investigation of the transactions of the Consolidation, since the new organization, it appeared that about the time the stock at the request of the managers was listed at the New York Stock Exchange, and became a matter of daily quotation in the stock lists, loans were authorized and subsequently made, and from time
7877 to time renewed. From the spring of 1885 until the close of the sessions of this committee there appeared to be only a short period when the Consolidation was not borrowing money. In June, 1885, a semi-annual dividend of three and one-half per cent. was declared. A loan was then outstanding. A similar dividend for the next six months was declared in November 25, payable December 15, 1885. On the day this last dividend was payable (December 15) $600,000 was borrowed from the city bank, and as collateral for this loan all the revenues of the company were pledged.

The principal officer of the National City Bank and others of his business associates were largely interested as shareholders in the constituent companies. In addition to the loan above mentioned there was a loan by the National City Bank on demand notes without security of $300,000 which had been made October 2, 1885. This loan was outstanding when the cashier of that bank was on December 18 subpœnaed to testify. Immediately after the subpœna was served, and by his direction this loan was charged up against the account of the Consolidated Company, which until that charge was made had owed $900,000 borrowed.

The payment of each of these dividends required in round figures $1,100,000. There is upon all the testimony abundant fortification of the statement of the expert in his report on this subject (see testimony, pages 653-655), that the payment of the last dividend is not fairly warranted by the earnings.

While the balance sheets of the books of the Consolidation may show apparent footings of adequate profit, yet if a proper amount were allowed for expense, that is to say, if the accounts were made up upon a true basis of reserving a proper amount for depreciation

and wear and tear, the dividend was not earned; nor could it
7878 in fact have been paid except by anticipating the receipts and borrowing money.

Twelve and a half per cent. per annum is, according to the testimony, a fair minimum amount to be allowed for depreciation or repairs, or wear and tear of a gas plant; and such an amount according to the accounts has not been expended or provided for even if the plant and works had been taken at actual cost, much less if taken at their present scheduled value (see testimony, pages 338, 347, 654).

Large expenditures also were in fact charged to plant, works, etc., thereby considerably increasing the apparent outlay for plant, and increasing the depreciation in future years. The profits of the company were exhausted in the payment of the dividends.

The company has no working capital, except as it may sell stock, on which also dividends must then be paid. "There being no working capital to provide for the cash assets except the credit obtained for supplies, the company must of necessity be a borrower;" and to provide means to carry on the business must continue to borrow, "unless more capital stock is subscribed, or a surplus fund created out of profits." The pretended object of consolidation, being to reduce the price of gas, is not likely therefore to be immediately accomplished.

Moreover, the cost of executive management is large, amounting to $75,000 per annum. Contracts awarding $10,000 a year for ten years were made with officers of some of the constituent companies on consummating the consolidation. In many other instances other expenses remain the same.

What has apparently been gained by the consumers in the
7879 nominal reduction in the price of gas from $2.25 to $1.75, is largely accounted for by the decrease in leakage from the closing of the mains formerly in use.

The Harlem Company's works also have been closed, and the large amount of capital thereby represented, rendered idle and unprofitable. It is not required in the business, in the opinion of the managers; but it remains a charge upon the consumers.

The dividends, it will be seen, are being paid to substantially the same shareholders, who were shareholders in the old companies, and these dividends approximate in amount the dividends received by them on their corresponding holdings in the constituent companies. There is no concession made by the shareholders; on the contrary the prospect exhibited by the present situation indicates the necessity from their point of view of increasing the charge to consumers.

New investors in Consolidation shares, on the assumption that the dividends will be regular, should have advised themselves of the fact that such dividends are proposed on the capital artificially created at their expense for the benefit of the original holders, and through increased valuations and charges upon consumers in former years and excessive prices for gas.

The fact of the nominal capital of $17,000,000, or more properly $15,500,000, being enlarged by about $4,284,700 of accumulated

earnings at the consumers' expense, long prior to consolidation, and then further increased on consolidation to $39,078,000 by the creation of fiat stock demonstrates the benefits to the old shareholders, to the detriment of the new shareholders and to the consumers. Thus injustice is worked to the consumers and a wrong perpetrated by shareholders upon the persons to whom they sell their stock.

7880 The workings of the consolidation demonstrate that no relief can be afforded or is in prospect through its operations.

Extra Shares or Bonds Should Represent Actual Investments.

The shares of stock, also "$1,303,000" reserved in the scheme of organization for so called *"working capital"* of the Consolidation, according to the testimony, have in fact been issued in trust to an officer of the Consolidation. There is no law prohibiting the distribution of this stock, or its proceeds, among all of the shareholders either as dividends, or as a gratuity, or for any other purpose. Nor is there any adequate law to prevent the Consolidation from borrowing money, secured by a mortgage on its property or otherwise, issuing its bonds at pleasure, and distributing the proceeds of such loans, or even the bonds themselves, among the shareholders. There is at present no law to enforce the appropriation of further capital that may be acquired in this way toward permanent improvements or to any other legitimate purpose. Indeed at the volition of the parties, bonds themselves might be issued and distributed to shareholders, and consumers charged a sufficient price to take up the bonds out of earnings.

The financial history narrated in this report, and the evidence accompanying it, exhibit transactions which correspond to such possibilities.

Remedial legislation adequate to prevent the recurrence of such circumstances in the future, and to rectify the transactions of the consolidation, including its capitalization, is urgently requisite.

7881 No Objection to Official Supervision.

The advantageous results attained elsewhere, as well in respect to profits and stability of investment as in the charges to gas consumers, fortify from experience the correct principle of reasonable regulation of gas companies, including restrictions as to dividends, capitalizations, accumulation of earnings and charges to consumers. It is not difficult, therefore, to apprehend why the committee has failed to elicit from any of the officers of the New York companies any assignable reason adverse to such official supervision.

No witness interested in the gas business has tendered any sound reason against remedial legislation.

A bill is, therefore, proposed and herewith submitted, drafted in

accordance with the views and conclusions herein expressed. This bill provides limitations of dividend paying capital, of profits and of charges to consumers, together with proper regulation as to measurement, quality of gas, and publicity of accounts. This is to be accomplished through the supervision of a commission charged with enforcing the laws in these respects.

The total annual expense attending such a commission, if for New York city, would be much less than one cent for every thousand cubic feet of gas furnished in the city of New York; a sum too inconsiderable, even if paid by the consumers, to be of any importance in weighing the public interests to be thereby promoted.

This commission at least for the first term of its existence, and in view of its great judicial duties, should comprise three members.

The Committee Refer to New York City Only.

The investigation being in terms directed to the Consolida-
7882 tion and New York city has not extended to other cities in the State. It was deemed better to treat one subject thoroughly and at one time, than to make partial inquiries in many quarters, and do possible injustice to all. Time did not permit further inquiry; although the committee were informed that excessive capitalization and its consequent evils were more or less dominant in other places. Further inquiry in other cities will subserve the public interest.

Enough has been shown, however, to demonstrate that some of the legislation expedient for New York city must be especially adapted to that metropolis. The situation is not such as to admit of uniform treatment throughout the State in all respects. Local and special acts exclusively adapted to the exigencies of the city of New York are essential. Such enactments are recommended for that purpose, and are herewith submitted.

Incidental Observations.

As an incident in the course of this investigation there was developed a notable coincidence of expression of press opinions in respect to proposed gas legislation. A journalist attached to a New York evening newspaper (*"Mail and Express"*) testified to having written at the instance of an officer of the Consolidation, an article urging republican assemblymen not to vote for the gas companies bill, as it would give patronage to a democratic mayor; and another article suggesting that democrats in the Legislature should not vote for it on some party ground.

The articles were intended for insertion as editorial or reading matter in republican and democratic journals respectively. He was
7883 paid for the articles; and through an adverstising agency they were inserted in thirty-seven prominent newspapers, in as many different places in this State.

The names of these newspapers and the amounts which they were paid appear at page 512 of the testimony. These articles did

not appear as advertisements, but as editorial or reading matter, apparently the expressions of the home editors; and the bill was rendered to and paid by the "Consolidated Gas-light Company." The lawyer's opinion purporting to have been rendered to a stockholder and by him contributed to a New York daily newspaper, and on which these thirty-seven articles were founded, was also paid for from the same treasury (and his voucher produced before the committee), together with an apparently voluntary contribution published as a communication in another New York daily.

Had the committee felt charged with the duty or indeed authorized to continue an inquiry into the methods adopted to influence public opinion, and, consequently, legislation in respect to gas companies, enough appeared to indicate that these were probably not the only instances where the profits from furnishing gas were applied in such directions. Indeed, the numerous and distinct allegations of improper influences of this character spread in the columns of many newspapers shortly after the adjournment of the last Legislature, would justify the most searching inquiry of this character. Whether or no, therefore, if it be true, as editorially alleged, that legislative action was "scandalous" and "made it still more clear, that members were sold to the gas monopoly," is a charge that must be left to such consideration and action as may be determined by the Senate. No duty on that subject was specially indicated by the resolution under which this committee was appointed; but
7884 one of the gas company trustees volunteered testimony that brought the topic to the special consideration of the committee, too late in its sessions, however, to be adequately pursued, even had the committee deemed itself authorized to do so.

Legislative Corruption.

The public importance of this particular subject, however, renders it proper in this connection to be noted that there was evidence before the committee showing that some of the earnings of the gas companies had been used in buying what untruly appeared to the reader as disinterested editorial opinion, and that the intent was to prevent legislation designed to protect the public against what were deemed extortions on the part of the gas companies. Charges were notoriously made in the public press that the gas companies had defeated the contemplated legislation by the corrupt use of money; that the votes of members of assembly were procured thereby, and that the profits derived from consumers were used to defeat legislation proposed for the protection of consumers.

These allegations were so generally made since the adjournment of the Legislature of 1885, and were accompanied by circumstances so suspicious, and charges of legislative corruption are of such vital importance to the State, that they demand at the hands of some adequate authority a thorough investigation.

If crimes of the sort alleged have been committed, the offenders should be brought to swift and condign punishment, and should not be allowed to use their corrupt gains to deceive the public, or thus

to fortify their own continuance in power, and secure new opportunities for corrupting and being corrupted.

7885 Such scandals should not go uninvestigated. If true, they strike at the foundations of popular government. If untrue, both the gas managers and accused legislators have been most outrageously wronged. In that case both the wronged managers and legislators should themselves demand an investigation.

It is, therefore, respectfully recommended that by a joint committee of Senate and Assembly, or other adequate authority, the fullest investigation be directed with a view to determine upon the necessity or expediency of further laws or constitutional amendments toward preventing the use of corrupt means to promote or to defeat legislative action.

The moneyed interests at stake in legislation, together with the vigilance and dexterity of the managers of large enterprises, which are more or less dependent on public authority for their creation and revenues, secure advocates or apologists where the body of the people are sometimes not heard. It is better that there should be too many than too few such inquiries.

RECOMMENDATIONS.

1. That chapter 367 of the Laws of 1884 be repealed; or so amended as to prohibit the capitalization of franchises, and in terms exclude gas companies from its operation.

2. That the price of gas be regulated by limiting the dividends to a fixed rate per cent. of the actual capital invested.

3. That dividends shall not exceed ten per cent. of the actual capital invested.

4. That for the purpose of covering losses, gas companies
7886 be allowed to accumulate a reserve fund not to exceed ten per cent. in the aggregate of the actual capital invested. And whenever such reserve fund shall reach said amount, that then the surplus, if any shall be applied for the benefit of the gas consumers, in such manner as the gas commission may direct.

5. That a gas commission be appointed for the State of New York consisting of three persons, to be appointed by the Governor, by and with the advice and consent of the Senate, one of whom shall be chosen from that political party which cast the next greatest number of votes for governor at the last gubernatorial election after that by which the governor was elected. And that whenever a vacancy shall occur in such commission it shall be so filled that each of the two largest political parties shall always have at least one member of the commission. That such commission shall have power and it shall be its duty to provide, among other things, for testing the quality of gas; for regulating the pressure applied in its distribution; for measuring the gas used; for fixing the price of gas in accordance with the foregoing recommendations; for procuring stated and other reports to the commission in substantial accordance with reports contained in appendix "L" attached to the evidence in this matter, with such other items as the commission may deem useful, and for giving publicity to such reports, and that the

commission be invested with such other powers as may be appropriate in order to protect and promote the rights of gas consumers, at the same time doing justice to the companies.

6. That the statute requiring the consent of two-thirds of the owners of property fronting on the streets, avenues and public places in the city of New York be repealed; and that the gas commission
7887 be invested with power to determine whether or not the streets, avenues and public places in any city of the State, having a population of 100,000 or upwards, shall be used for the purpose of laying gas mains and services; that any parties feeling themselves aggrieved by any decision of the commission in respect to such use of streets, avenues or public places, may appeal to the general term of the Supreme Court in the judicial department in which the question arose, and their decision shall be final.

The oral testimony and proceedings of the committee and such of the numerous documents that were before the committee as it was deemed expedient to append thereto are herewith submitted.

Dated ALBANY, *February* 26, 1886.

Respectfully, JOHN I. GILBERT.

To the above recommendations your committee are unanimous and to *many* of the conclusions in the report reached, but to that part of the report which finds that the Consolidated Gas Company violated any of the provisions of chapter 367 of the Laws of 1884, and to all conclusions which follow from such finding, the majority of your committee dissent, and submit the following as their report on that question:

To the Senate of the State of New York:

The committee appointed by resolution of the Senate, dated May 15, 1885, to inquire and report at the next session of the Legislature:

1. Whether or not the Consolidated Gas Company of New York has evaded, disregarded or in any manner violated the provisions of chapter 367 of the Lawe of 1884.

2. And whether the said consolidation has been capitalized
7888 on the basis of "the fair, aggregate value of the property, franchises and rights of its constituent companies," or otherwise.

3. And what legislation, if any, in respect to lighting companies is required by the public interests.

If there be any question as to whether or not the law of 1884 is applicable to gas companies, your committee decline to discuss it, for the reason that neither their opinion nor that of the Legislature would be of any practical worth. Our courts must settle that. *If there be* any question as to the constitutionality of the law, for the same reason your committee decline to discuss it, and for the further reason that the Legislature having enacted a law are estopped from questioning the legality of acts performed in strict obedience to its provisions. They may, as in this case, inquire whether or not any of its provisions have been violated or in any manner evaded. Beyond this your committee have no power to go.

There was no claim made to your committee that the law of 1884

had been violated, evaded or disregarded by the consolidation of the several gas companies, *except* that the capital stock of the new company represented *more* than the fair aggregate value of the property, franchises and rights of the several constituent companies. To properly understand the real issue involved in this allegation it may be well to state the changes which chapter 367 of Laws of 1884 made in the then existing law in reference to manufacturing companies consolidating. Previous to the passage of this act and by the Law of 1867, companies could consolidate, but the capital stock of the new company could not be larger in amount than the aggregate amount of capital of the consolidating companies. While under the law of 1884 the capital stock of the new company *shall not be*
7889 *larger in amount* than the fair aggregate value of the property, franchises and rights of the consolidating companies. Thus it will be seen at a glance that under the Law of 1884, the capital stock of the consolidating companies has nothing whatever to do with the amount of the capital stock of the *new* company. Thus with the case in controversy. These six companies could have consolidated under the Law of 1867 (if that law applies to gas companies), but in that case the capital stock of the new company could not have exceeded seventeen millions, though the value of their property might have been fifty millions. But under the law of 1884 the capital stock may be thirty-nine millions (provided the fair aggregate value of their property, franchises and rights are equal to that amount), and could not be any more than that, had the aggregate amount of their capital stock been *fifty* millions. Nor under this law does it make any difference what the property, franchises and rights may have cost the constituent companies, whether it be five, fifteen or fifty millions. The capital stock of the new company may still equal but *must not exceed* the fair aggregate value of the property, franchises and rights of these constituent companies at the time of the consolidation. To ascertain this value and the truth of these allegations so charged, your committee, with the aid of an expert, made a thorough examination of the books of the constituent companies from the time of their formation, and examined many witnesses as to the value of the property and basis of consolidation. From such examinations your committee have arrived at the following conclusions of fact:

1. It was the intention of these companies to have formed a consolidation of all the gas companies then existing in the city of New York, being seven (7) in number, viz., the New York, the Manhattan, the Metropolitan, the Mutual, the Municipal, the
7890 Knickerbocker and the Harlem. Six of these seven companies voted to become parties to the consolidation, the Mutual being prevented by a clause in its charter which made it a misdemeanor for any director voting to consolidate with any gas company in the city of New York. Of the companies so consolidated the New York Gas-light Company was organized in 1823, and at the time of the consolidation it had a capital of $4,000,000. The Manhattan Gas Company was organized in 1830, at the time of the consolidation having also a capital of $4,000,000. The Harlem Gas-light Company was organized in 1855, having a capital at the time of

the consolidation of $2,000,000. The Metropolitan Gas Company was organized in 1858, having at the time of consolidation a capital of $2,500,000. The Municipal Gas Company was organized in 1876, having a capital at the time of the consolidation of $3,000,000. The Knickerbocker Gas Company was organized in 1876, having at the time of the consolidation a nominal capital of $1,500,000. Several of these younger companies had also outstanding obligations in bonds to a very considerable amount.

The amount of capital for the new consolidated company appears to have been a subject of long and much discussion among the directors of the several constituent companies. It was finally fixed upon this basis: taking the number of shares of stock of each constituent company, they multiplied it by the price for which such shares were then selling in the market, and the total of the amounts thus obtained was agreed to be the capital of the new company and that such total amount so obtained should be divided among the original companies upon the same basis as nearly as could be.

The next step was to appraise the property of the constituent companies, consisting of street mains, valves, etc., meters, services,
7891 plant real estate, bulkhead, piers and water right, office buildings, office furniture, laboratories, photometer rooms, etc. The value of this property finally agreed upon by the six constituent companies comprising the consolidation was $29,994,000, but as the value of the stock of the same six companies had been agreed to be $39,078,000, after setting apart $1,303,000 for working capital it left $7,781,000 which they called the value of the franchises and rights of the several constituent companies, and was divided between them in proportion to their individual sales of gas, to the gross amount of sales by all the companies from October 14, 1882 to October 14, 1883, and the sum thus divided was added to the schedule value of each of the existing companies.

The question for your committee to examine was *was* this capitalization thus obtained more than the fair aggregate value of the property, franchises and rights of the constituent companies at the time of the consolidation. The street mains, valves, meters, services, plant, office building, office furniture, laboratories appear to have been appraised at the value of what it would cost to reproduce them at the time of the consolidation, and there is no evidence that any of these items were appraised too high, except the evidence of the expert, Mr. Yalden, who finds that they were valued higher than they appear to have been charged as costing in the company's books. As to the value of the real estate, bulkheads, piers, water rights, there is a conflict of testimony. It is a difficult question to determine owing to the varying opinions of real estate dealers. It appears from the evidence given by the three presidents of the Equitable, Consolidated and Mutual Companies that it costs for real estate and everything necessary for a capacity to produce and deliver gas in the city of New York about one million dollars for every million of feet produced and distributed daily. See pages of testimony 415,
7892 484, 485, 494, 495, 523 and 528.

The Consolidated Gas Company can now produce and deliver 28,000,000 cubic feet daily, and having a large amount of plant

not now in use by the additional expense of $1,000,000, it can produce and deliver thirty-three million feet per day. If the above basis is a correct one then the aggregate value of the real estate and plants of the several companies given at $29,994,000 is not too high. Indeed, the objections to the capitalization do not appear to be so much to the valuation of the gas plant, mains, real estate, etc., as it does to their having capitalized nearly eight millions of dollars as the values of their franchises. There certainly seems to be *a great injustice* to the people in permitting the value of the franchises conferred by the State to form a basis of capitalization for the purpose of organization as a corporation, and that the consumers of gas should be required to pay such a price for it as would pay a dividend upon the value of these franchises which are a *gift* of the *people*. But it it as fact that the law of 1884, under which these companies consolidated, expressly authorized this to be done. So that the only question left to your committee to examine and report was:

1. Did these companies have franchises?

2. If they had, were they capitalized at their fair aggregate value?

To the first question there can be but one answer: "A franchise is a royal privilege or branch of the King's prerogative subsisting in the hands of a subject. If there are certain immunities and privileges which cannot be exercised without authority derived from the sovereign power, it would seem that such immunities and privileges must be franchises." 15 Johnson's Reports, page 386.

7893 These gas companies had the privilege of laying their mains in the King's highway. They enjoyed the immunities of being free from indictment as common nuisances, which had they been private works, they would have been subject to. 6 Lans. Reports, page 467.

Our courts have virtually decided that they hold such franchises. 5 Hun, page 206.

The second question as to the value of these franchises. We know of but one rule to determine the value of a franchise, viz.: the return which it makes upon the capital necessarily invested for its proper enjoyment. To ascertain this, your committee, with the aid of an expert accountant, went through the books of all the constituent companies from their first organization to the time of the consolidation, and thus learned the amounts of money actually paid in for each; the amount of money earned by each; the amount of money paid for permanent improvements and to increase the capital stock; the amount paid for dividends in each year; the amount of stock assigned to each in the Consolidated Company. From this examination it appears that four of the six companies consolidated have from their organization earned large dividends—in many instances *enormous*. Thus the Manhattan, after paying good large dividends yearly and keeping their property up in as good condition as new, had surplus earnings still on hand, so that in 1885 they divided to each of the 40,000 shareholders of $50 of its stock, $18 towards paying for a new issue of stock of $2,000,000. After paying large dividends on the capital thus increased, the same company, in 1863,

again divided a surplus among the stockholders equal to 98 per cent of their original investment. See testimony, page 365.

7894 The New York Company had invested in 1838 $750,000, after paying large dividends on this, yet out of the surplus earnings over and above all dividends, could, in 1862, make a dividend in fact equal to 133⅓ per cent.; and in 1863, 26 66-100 per cent.; in 1864, 40 per cent.; in 1865, 66⅔ per cent.; in 1866, 120 per cent.; in 1868 and 1869, 66 per cent., and in 1871, by valuing their property at what it was then worth, the increase of value from the time of the purchase, in 1836, with the surplus earnings enabled them to increase their stock $3,000,000 without paying in any money. See testimony, pages 436, 437. The Metropolitan has averaged over 16 per cent. dividends from the time it commenced business. The Municipal has paid from its earnings 16¾ per cent. dividends on its actual capital every year since it commenced doing business. The Harlem has never paid large dividends, and the Knickerbocker, as a separate organization, has never paid any, but since its lease to the Municipal, in 1880, its dividends appear to consist in the payment of interests on her bonds. These six companies, in the year 1884, paid a dividend upon capital which had been increased by earnings, as in the case of the Manhattan and New York, of 18 per cent. Had it been upon the money actually paid in it would have been nearly 25 per cent. These franchises were in force on the 10th day of November, 1884, the time of the consolidation, and the money invested in them was earning the same enormous dividends. So far as the evidence shows there was nothing in the condition of affairs on the 10th of November to indicate that these franchises would not be as valuable for the next twenty years as they have been in the past. There were gas companies enough in the city with a capacity capable of supplying the demands for the next twenty years. A law was on our statute books that virtually prohibited the laying of any

7895 more gas pipes in her streets. The gas companies had an agreement among themselves fixing the price of gas at a figure that paid these dividends. The people were paying this price, as they had in the past, without objection or protest. This price may have been too high, and the dividends *were excessive but they were not illegal*, and the valuation of franchises, computed upon those dividends and that state of facts, cannot be called a violation of a law that expressly authorized it to be done, *unless* such valuation was too high. That the above is a proper method of computing the value of a franchise: see *People v. Albany Insurance Company*, 92 N. Y. Rep., p. 458. The court there holds, in substance, that the value of a franchise depends upon its annual dividends.

Thus the question for your committee to decide was this: Was $7,781,000 more than the fair aggregate value of the franchises and rights of these six companies? We are forced to the conclusion that it was not; that the franchises of the New York, Manhattan, Metropolitan and Municipal were worth *much more* than that sum, and if these companies saw fit to give a part of the value of their franchises to the stockholders of the Harlem and Knickerbocker it was a matter that interested only the stockholders of these companies.

Your committee, therefore, is *compelled* to report that they have found nothing in the organization which is contrary to the law under which it was effected, unless there should have been an over valuation of property, and as to that the difficulties attending the determination of such a fact are so great that your committee believe that any attempt to upset such violation would be futile.

The stock has been issued and circulated and by virtue of law; about one-sixth part of it is held by innocent holders, and
7896 nothing but the clearest proof of fraud and violation of the law, by virtue of which it was issued, would justify any attempt to render such stock worthless. We are compelled to say that we have not been able to find such proof. If injustice has been done to the gas consumers of New York city it was done by the Legislature passing a law allowing consolidations to be effected in this manner. These companies did simply what the law expressly said they might do.

The number of consumers of gas in the city of New York is enormous, and your committee are bound to state that the number of complaints which came to their ears was small as compared with the whole body of consumers; but that there is a mistrust or dissatisfaction extending among a large number of citizens, there can be no doubt.

The only remedy that presents itself to the mind of the committee is such a regulation with reference to the management of the business of these companies, and such oversight on the part of the State authorities as to the manner in which the business is conducted, as to restore confidence to the community.

Your committee are impressed with the idea that legislation upon this subject should be of a general character; that the Legislature should not be *annoyed* from year to year with complaints from separate localities relating to the same subject. The establishment of a supervising power to whom the whole of the subject might be relegated, your committee believes, will afford a substantial remedy for all the evils complained of. They exist not only in the city of New York, but in other cities of the State, and will necessarily arise wherever population increases to such an extent as to make the manufacture of gas profitable.

7897 Your committee have considered the subject with much care. They have noted the operation of the Railroad Commission established within the State a few years ago, exercising supervisory care over the railroad systems prevading the State. They have noticed that the amount of time consumed in the Legislature in the matter of disputes relative to railroads has been very much diminished since the establishment of that commission. They believe that it is in consequence with the spirit of the Constitution of the State, which calls for the enactment of general laws and provides for the remedy of evils and the accomplishment of good by such legislation as will be available to the uses of the citizens of the whole State.

They therefore recommend that a gas commission be established for the State, to consist of three persons, to be appointed by the Gov-

ernor, with the advice and consent of the Senate, giving them a liberal salary and compelling them to give their whole attention to the duties of the office by requiring that they shall hold no other with power to hear complaints from any part of the State, to make such examination as may be necessary to establish such rules as may be required for the regulation of these companies, and compelling them to supply gas of a proper quality, pressure and purity. They recommend also, after an examination of the English system of laws, the plans that were adopted in Massachusetts, and which have been introduced in other States, that the price of gas be regulated by limitation of the dividends which shall be paid upon the actual capital employed. That there are risks attending the business, and that the possible introduction of electricity or some other illuminating power may suddenly make all gas works unprofitable (propositions which are strongly urged on behalf of the companies), your com-
7898 mittee are, of course, ready to admit, for these are facts.

Your committee deems that ten per cent. dividends is enough to satisfy the requirements of any capital that is investigated in the State in such business. Owing the peculiarity of the nature of the business your committee think it would be right to permit the accumulation of a reserve fund to cover losses, say not exceeding ten per cent. of the actual capital stock, and to provide that whenever such a fund has been accumulated and the profits amount to ten per cent., the surplus shall be applied for the benefit of consumers in such manner as the commissioners may determine shall be equitable and just.

In this way the committee believe that a long felt want shall be supplied, that the Legislature will be relieved from all this class of special legislation which is called for by reason of alleged abuses, causing a vast amount of trouble in the investigations to be had by special committees, while with the general commission established in this way all the facts can be accumulated and the Legislature can be informed of what is required by the recommendations which such commission may make of laws enacted to meet any difficulties which shall be apparent to them in the course of their examinations, and which may be carefully considered and well digested by the persons forming the commission, having experience in the matter, before the Legislature is called upon to act upon them.

Dated ALBANY, *February* 26, 1886.

T. ROBINSON,
M. C. MURPHY.

7899 CITY'S EXHIBIT 1.

(For Identification.)

Being paper quoted from by witness Colin C. Simpson during his examination on July 20th. (Pages 373-4 of record.)

CITY'S EXHIBIT 2.

No. 14.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BID OR ESTIMATE.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps, when required), and for making certain Repairs to Lamp Posts, and for furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of one year from March 16th, 1904, to March 15, 1905.

Made this 16th day of March, 1904, by Consolidated Gas Co. of New York.

1. I, W. R. Addicks, Vice-President of the Consolidated Gas Company of New York, do declare that the Consolidated Gas
7900 Company of New York is (are) the only person, persons or corporation interested in this bid or estimate; and that no other person, persons or corporation than are herein named have any interest in this bid or estimate, or in the contract proposed to be taken.

2. I further declare that this bid or estimate is made without any connection with any other person, persons or corporation making a bid or estimate for the same work, and is in all respects fair, and without collusion or fraud.

3. I further declare that no member of the board of aldermen, head of a department, chief of a bureau, deputy thereof or clerk therein, or any other officer of The City of New York, is, shall be or become interested directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in this bid or estimate, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof.

4. I further declare that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and

that said persons are householders or freeholders in The City of New York, or duly authorized officers or agents of a guaranty or surety company duly authorized by law to act as surety.

5. I have examined the contract (including the specifications) for the supplies and work, in the form approved by the Corporation Counsel, and will contract, in the form so approved, to perform and complete the work mentioned in said contract and specifications, and furnish the supplies on the following terms, viz.:

7901 I. For furnishing illuminating gas (of not less than 20-candle-power to burners consuming three cubic feet of gas per hour, by photometric test, made at a distance of not less than one mile from the place of manufacture), for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting lamp-posts and lanterns, replacing the cocks, tubes, burners, cross-heads, lamp-posts, lamp-irons and lanterns thereto, for the term of one year in the Borough of Manhattan, including the southerly fixed span and draw span of the Madison Avenue Bridge, the southerly fixed span and draw span of Central Bridge, all of High Bridge and Washington Bridge, to wit: the sum of Seventeen and 25/100 dollars ($17.25) per lamp per year.

II. For furnishing gas to burners consuming four cubic feet of gas per hour, under the same conditions as above, the sum of Twenty-one and 50/100 dollars ($21.50) per lamp per year.

III. For furnishing gas to burners consuming five cubic feet of gas per hour, under the same conditions as above, the sum of Twenty-six and 25/100 dollars ($26.25) per lamp per year.

IV. For furnishing illuminating material other than gas, of kind and grade as stated herewith ..... of ..... for each lamp, at each lamp, for the term of one year, and also operating supplying and maintaining the lamp including the illuminant. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns, lamp-posts, and replacing cocks, tubes, burners, tanks, crossheads, lamp-posts, lamp-irons, frames and lanterns when so ordered by the Commissioner.

All the above for the term of one year in the Borough of Manhattan, to wit, the sum of ..... dollars ($.....) per lamp per year.

7902 V. For furnishing, and connecting ready to use, for each mantle gas and naphtha lamp, improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, and also operating and maintaining it, including illuminant. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns, lamp-posts and the replacing of cocks, tubes, burners, mantles, chimneys, globes, rods and regulating apparatus as well as lamp-posts, lanterns, cross-heads, lamp-irons and frames, when so ordered by the Commissioner. Lamp-posts for gas lamps, when necessary, will be furnished to the Contractor through this Department by The City.

All the above for the term of one year in the Borough of Manhat-

tan, to wit, the sum of ..... dollars ($.....) per lamp per year.

VI. For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, the sum of ..... dollars ($.....).

VII. For repair of lamp-posts and erection of new lamp-posts—

For Single Incandescent Mantle Lamps (Gas).

Twenty-eight and 75/100 dollars ($28.75) per lamp per year for less than 10,000 lamps.

Twenty-seven and 75/100 dollars ($27.75) per lamp per year for over 10,000 lamps and less than 15,000 lamps.

Twenty-six and 75/100 dollars ($26.75) per lamp per year for over 15,000 and less than 20,000 lamps.

7903 Twenty-five and 75/100 dollars ($25.75) per lamp per year for over 20,000 and less than 25,000 lamps.

Twenty-four and 75/100 dollars ($24.75) per lamp per year for 25,000 or more lamps.

Twenty-four and 75/100 dollars ($24.75) per lamp per year for single order now for 22,500 lamps.

For Double Incandescent Mantle Lamps.

Forty-six and 50/100 dollars ($46.50) per lamp per year.

(*a.*) For each lamp-post straightened, the sum of one and 50/100 dollars ($1.50).

(*b.*) For each column releaded, the sum of two and 50/100 dollars ($2.50).

(*c.*) For each column recalked, the sum of one and no/100 dollars ($1.00).

(*d.*) For each column refitted, the sum of three and one-half dollars ($3.50).

(*e.*) For each service pipe refitted the sum of five and 50/100 dollars ($5.50).

(*f.*) For each stand pipe refitted the sum of two and 50/100 dollars ($2.50).

(*g.*) For each lamp-post removed the sum of three and 50/100 dollars ($3.50).

(*h.*) For each lamp-post reset the sum of eight and no/100 dollars ($8.00).

(*i.*) For each new lamp-post used for gas lamps fitted up complete and erected with service and stand-pipe and lantern, the sum of—Fitting up new lamp, 8 and no 100 dollars ($8.00); Boulevard lantern additional, six dollars ($6.00)—($14.00).

VIII. For furnishing illuminating gas of not less than 20 candle power, when tested, as provided for gas to street lamps, in-
7904 cluding the service pipes from the gas mains to the building, and a proper meter for registering the gas, for the term of one year for each of the public buildings and offices in the Borough of Manhattan, the lighting of which is now, or hereafter may be, under

the jurisdiction and control of the Department of Water Supply, Gas and Electricity, per 1,000 cubic feet at a pressure of not less than 1½ inches, in the sum of ninety cents ($0.90).

IX. For furnishing, connecting and maintaining a pressure regulator, at the option of the Commissioner, controlling supply of gas from each meter which registers the total consumption of gas in any building under the jurisdiction and control of the Department. This gas pressure regulator shall maintain an even pressure of 1½ inches throughout the building as closely as can be obtained. The Contractor shall inspect and regulate same at least once a month, and shall perform all necessary acts in order to maintain same in such a condition that it shall efficiently regulate the supply of gas in the building. The regulator shall be inspected and tested, when required by the Commissioner, by the Engineer, and if found defective, shall be replaced, without further expense to the City, whenever such replacement is ordered by the Engineer.

Estimates may be given separately on the price for use of regulator for one year, and on the maintenance, as specified.

For furnishing and connecting regulators of an average capacity of about one and one-quarter inches, for the period of one year, in the Borough of Manhattan the sum of ..... dollars ($.....).

For maintaining the above regulators for the period of one year, in the Borough of ..... as specified, the sum of ..... dollars ($.....).

7905 Subject to the general conditions of this contract bids on Section IX may be made independently of the other services and supplies called for. Bids may also be made on the entire contract excluding Section IX.

CONSOLIDATED GAS CO. OF NEW YORK,
By W. R. ADDICKS, *Vice-President.* [L. S.]

[L. S.]

Attest:
R. A. CARTER, *Sec'y.*

THE CITY AND STATE OF NEW YORK, *County of New York, ss:*

W. R. Addicks, being duly sworn, says, for himself, that the several matters stated in the above estimate are in all respects true.

W. R. ADDICKS,
Vice-President.

Subscribed and sworn to before me, this 16th day of March, A. D. 1904.

[SEAL.] WALLACE YOUNG,
Notary Public, Nassau County.

Certificate filed in New York County.

SURETIES' AGREEMENT.

In consideration of the premises, and of one dollar to us and each of us in hand paid by the City of New York, the receipt whereof is hereby acknowledged—

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made be awarded to the person, persons or corporation making the same, we will upon its being so awarded, become bound as his, their or its sureties for its
7906 faithful performance; and if the said person, persons or corporation shall omit or refuse to execute such contract, if so awarded, and give the proper security within five days after the written notice that the same is ready for execution, we will pay, without proof of notice or demand, to the said the City of New York, or its successors, any difference between the sum to which such person, persons or corporation would be entitled upon the completion of such contract, and the sum which the City of New York may be obliged to pay to the person, persons or corporation to whom the contract shall be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the SUPPLIES and WORK by which the bids are tested.

In Witness Whereof, we have hereunto set our hands, this 15th day of March, one thousand nine hundred and four.

THE UNITED STATES FIDELITY & GUARANTY COMPANY,
By CHAS. W. YOUNG, *Attorney-in-Fact.*

Attest:
GEORGE E. HAYES,
Attorney-in-Fact.

The adequacy and sufficiency of the above-named sureties approved.

Dated this 1st day of July, 1904.

J. W. STEVENSON,
Deputy Acting Comptroller.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named ....., being duly sworn, says that he is a householder, or freeholder in the City of New York,
7907 and is worth the sum of ..... dollars ($.....), being the amount of security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this .. day of ...., 1904.

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named ....., being duly sworn, says that he is a householder or freeholder in the City of New York, and is worth the sum of ..... dollars ($.....), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this .. day of ...., 1904.

——— ———,

Notary Public or Commissioner of Deeds.

7908 STATE OF NEW YORK, *County of New York, ss:*

On the 15 day of March, in the year 1904, before me personally came Chas. W. Young, to me known, who being by me duly sworn, did depose and say that he resided in the City of New York; that he was Attorney-in-Fact of the United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. And the said Chas. W. Young further said that he was acquainted with George E. Hayes and knew him to be the Attorney-in-Fact of said company; that the signature of the said George E. Hayes subscribed to the foregoing instrument was the genuine handwriting of George E. Hayes and was subscribed thereto by like order of said Board of Directors and in the presence of him, the said Chas. W. Young.

(Signed) ALONZO G. OAKLEY,
Commissioner of Deeds, New York City.

STATEMENT.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

Home Office:

Corner Calvert and German Streets, Baltimore, Md.

At the Close of Business, December 31st, 1903.

Commenced Business August 1st, 1896.

7909

ASSETS.

Cash on hand and in banks.....	$257,183.43	
Investments, stocks and bonds (market value).....	1,890,523.80	
Real Estate.....	445,611.92	
Loans on collateral, stocks and bonds	23,535.00	
Loans on mortgage.....	22,650.00	
Mortgages and other collateral % salvage	4,000.00	
Agents' balance, fidelity and surety, less commissions.....	257,989.90	
Agents' balances, burglary, less commissions	64,612.48	
Due for subscriptions, department guaranteed attorneys.....	38,262.50	
Advanced % contracts, secured....	155,730.45	
Interest due and accrued.....	24,719.06	
		$3,184,818.56

LIABILITIES.

Capital stock paid in cash.....	$1,700,000.00	
Cash collateral deposits.....	82,902.26	
Surplus and reserve.....	1,401,916.30	
		$3,184,818.56

STATE OF NEW YORK, *County of New York, ss:*

George E. Hayes, being duly sworn, says: That he is the
7910 Attorney-in-Fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said company, as of December 31, 1903.

(Signed) GEORGE E. HAYES.

Subscribed and sworn to before me, this — day of ——, 1904.

(Signed) ALONZO G. OAKLEY,
Commissioner of Deeds, New York City.

340—396

Endorsed: No. .... The City of New York. Department of Water Supply, Gas and Electricity. Bid or Estimate. For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps, when required), and for making certain Repairs to Lamp Posts, and for furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of Manhattan, in The City of New York, for the term of one year from March 16th, 1904, to March 15th, 1905. New York, ..., 1904. ....., Estimator.

7911 CITY'S EXHIBIT 2A.

No. 1.

Name of Bidder, Consolidated Gas Co. of New York.
Address.....

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BOROUGH OF MANHATTAN.

1904.

PROPOSALS FOR BIDS OR ESTIMATES FOR GAS AND NAPHTHA LAMPS, ETC.

1. Sealed Bids or Estimates will be received at the office of the Department of Water Supply, Gas and Electricity, Room 1536, No. 21 Park Row, in the City of New York, until 2 o'clock P. M. on Wednesday, March 16th, 1904.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), and for Making Certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and
7912 Public Places, in the Borough of Manhattan, in The City of New York, for the term of one year from March 16th, 1904, to March 15th, 1905.

2. The amount of security required is TWENTY-FIVE (25) PER CENTUM of the total amount of bid or estimate.

3. In the Borough of Manhattan, the total number of ordinary

gas-lamps now burning is about 13,951; the total number of Welsbach gas-lamps now burning is about 5,078; the total number of Welsbach naphtha lamps now burning is about 754; the total number of ordinary naphtha lamps now burning is about 107; but the Commissioner of Water Supply, Gas and Electricity reserves the right to designate the location and number of the lamps of each kind as to districts, streets, avenues, piers, parks and public places or parts thereof. Bidders must satisfy themselves by a personal examination of the number and kind of lamps required in each Borough, as numbers given above must be taken only as a close approximation of the number of lamps that may be required.

4. The person or persons making an estimate shall furnish the same in a sealed envelope, indorsed with the title given above, of the work for which the estimate is made, with his or their name or names and the date of presentation to the head of the Department, at the said office, on or before the date and hour above named, at which time and place the estimates received will be publicly opened by the head of the Department and read, and the award of the contract made according to law as soon thereafter as practicable.

5. Bidders are required to state in their estimates the districts or several streets, avenues, piers, parks and places, or parts of
7913 streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of grade and material they propose to furnish, and the illuminating power of the light they propose to furnish. When the term "illuminating material other than gas" is used in these proposals or the annexed contract and specifications, it shall mean either naphtha or gasolene.

6. Bidders will state in their bids or estimates a price per lamp per year for furnishing gas or illuminating material other than the gas to the public lamps in the Borough of Manhattan, and for other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, crossheads, lamp-posts, lamp-irons and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp. The burners for open flame or mantle gas lamps will be of such a kind and construction that they will burn three cubic feet of gas per hour under a pressure of not less than 1½ inches. The gas furnished shall have an illuminating power of not less than 20 candles when tested by photometric test at a distance of not less than one mile from the place of manufacture, and bidders will state the price per lamp per year for gas of the illuminating power, and in the quantity and at the pressure specified. Bidders shall also state the cost per year per lamp for
7914 gas supplied to a burner consuming four cubic feet of gas per hour, and the price for a burner consuming five cubic feet of

gas per hour. If open flame and mantle lamps shall use illuminating material other than gas, then the burners to be used for such illuminating material will be of such kind and construction that they will give a light (by photometric test) equal to the light given by the ..... foot open flame or mantle gas-burners of similar type as used in the public lamps in The City of New York, furnished with 20-candle power gas. Bidders are required to state in their estimates the kind, grade and cost of such illuminant furnished in the receptacles for same on the lamps for one year for each lamp at each lamp.

7. A price for furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, crossheads, lamp-posts lamp-irons and lanterns thereto, for the afore-mentioned period of one year.

7. (*a*) A price for furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year.

7. (*b*) Bidders will state in their bids or estimates a price per thousand cubic feet of gas of not less than 20 candle power for all or any of the public buildings or offices in the Borough of Manhattan, the lighting of which is now, or hereafter may be, under the jurisdiction and control of the Department of Water Supply, Gas and Electricity. This price will include the service pipes
7915 from the gas mains to the building and a proper meter for registering the consumption of gas. A bid may also be made on the regulators for governing the supply of gas in buildings in each borough.

8. Bidders will state in their bids a price for the repair of lamp-posts, including straightening and releading, and for each new lamp-post fitted up, as follows:

(*a*) For each lamp-post straightened, stating the price per post.
(*b*) For each column releaded, stating the price per post.
(*c*) For each column recalked, stating the price per post.
(*d*) For each column refitted, stating the price per post.
(*e*) For each service pipe refitted, stating the price per post.
(*f*) For each s andpipe refitted, stating the price per post.
(*g*) For each lamp-post removed, stating the price per post.
(*h*) For each lamp-post reset, stating the price per post.
(*i*) For each new lamp-post used for gas-lamps fitted up complete and erected with service and stand-pipe, including lantern, stating the price per post.

9. The right is reserved to the Commissioner to determine and designate in any locality, at any time after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the term of this contract; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon; also to decline all estimates for any par-

ticular locality, or all localities if deemed for the best interests of the City.

7916 10. Should any alteration or any attachment be required to any portion of the lamps for which estimates are made in consequence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts, without expense to the City.

11. If the estimate of any bidder shall include any lamp-posts with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for any such lamp-posts shall be awarded to such bidder, in that case, THIRTY DAYS from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner, shall be allowed to such bidder in which to connect such pipes or conductors with such lamp-posts, and all such connections shall be made by the Contractor without expense to the City.

12. No payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements in this proposal and in the contract, including specifications, which shall be awarded and entered into under this proposal, shall have been fully performed.

13. The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner.

14. No bid will be entertained unless the Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the contract.

7917 15. The award of any and all contracts under this proposal, and all contracts entered into in pursuance of said proposal, will be subject and subordinate to the rights of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon the City of New York.

16. The number of hours the gas or naphtha lamps are to be kept burning during the contract is 3,925, and in leap year, 11 hours and 55 minutes additional for February 29.

17. Bidders will *write out* the total amount of their estimates in addition to inserting the same *in figures.*

18. The Commissioner reserves the right to reject any or all bids or estimates if the Board of Estimate and Apportionment shall determine it is for the public interest of the City so to do.

19. Each bid or estimate shall contain the same and place of residence of the person making the same, the names of all persons interested with him therein, and if no other person be so interested it shall distinctly state that fact; also that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair, and without collusion or fraud; and that no member of the board of aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other

officer of the City of New York, is, shall be, or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party making the estimate that the several matters stated
7918 therein are in all respects true; or, if the bidder is a corporation, by the oath, in writing, of an officer of such corporation, with knowledge of the facts and having authority to make such sworn statement.

20. Each bid or estimate shall be accompanied by the consent, in writing, of two householders and freeholders in the City of New York, or of a guaranty or surety company, duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

21. No bid or estimate will be considered unless accompanied by money or a certified check drawn on a National or State bank located in The City of New York, to the order of the Comptroller, to the amount of five per centum of the amount of the bond required, as provided in section 420 of The Greater New York Charter.

22. For particulars as to the repairs or the quantity or quality of the supplies, or the nature and extent of the work, reference must be made to the specifications on file in the Department.

23. Bidders are requested to make their bids or estimates upon the blank form prepared by the Commissioner, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Commissioner of Water Supply, Gas and Electricity, Room 1536, No. 21 Park Row, The City of New York.

The City of New York, March 3rd, 1904.

JOHN T. OAKLEY,
Commissioner of Water Supply,
Gas and Electricity.

7919 THE CITY OF NEW YORK,

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY,

BOROUGH OF MANHATTAN.

CONTRACT AND SPECIFICATIONS

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), and for making certain Repairs to Lamp-posts, and for furnishing Burners and Appliances of Improved System of Lighting Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of Manhattan in The City of New York, for the term of one year, from March 16th, 1904, to March 15th, 1905, per specifications herein contained or hereto attached.

This agreement, made and entered into this 1st day of July, in the year one thousand nine hundred and four by and between The City of New York, by the Commission of Water Supply, Gas and Electricity, party of the first part, and Consolidated Gas Company of New York, Contractor, party of the second part, pursuant to the provisions of the Greater New York Charter.

Witnesseth, That the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, have mutually agreed, and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself and its successors, as follows:

7920 (*A*) Wherever in this contract the words "The City," or "The Commissioner," or a pronoun in the place of either of them is used, they shall mean and intend the party of the first part or the Commissioner of Water Supply, Gas and Electricity of The City of New York; wherever the words "Borough President," are used in this contract, they shall mean and intend the President of the Borough above mentioned; wherever in this contract the words "the Department," or a pronoun in place of them is used they shall mean and intend the Department of Water Supply, Gas and Electricity in The City of New York.

(*B*) Wherever in this contract the word "Contractor," or a pronoun in the place of it is used, the same shall mean and intend the party of the second part to this agreement.

(*C*) Wherever the word "Engineer" is used in this contract, it shall mean and be taken to mean and intend the Engineer of the Bureau of Lamps and Gas of the Department, or the Engineer, or other person or official, in charge of the Lighting Bureau in the borough for which this contract is made, acting either directly or through any Assistant or Inspector duly appointed or designated therefor, pursuant to The Greater New York Charter as amended,

by the Engineer or either of the Engineers, to inspect, test, examine and accept the supplies of gas or other illuminating material, repairs or supplies, which are the subject of this contract, limited by the particular duties intrusted to him.

(*D*) The Contractor will furnish and deliver to the party of the first part, at the Contractor's own cost and expense, at the times and places and in the manner, and under the conditions herein specified,
7921 gas or other illuminating material for, and light, extinguish, clean, repair and maintain the public lamps (and supply gas, etc., for new lamps when required), and make certain repairs to lamp-posts, and furnish burners and appliances of improved system of lighting on the streets, public buildings, avenues, piers, parks and public places in the Borough of Manhattan, in the City of New York, for the term of one year from March 16th, 1904, to March 15th, 1905, and will accept as full compensation therefor the sum or price hereinafter named, which sums or prices are the amounts at which this contract was awarded to the Contractor at the public letting thereof. The said specifications, the proposal for bids or estimates, the bid or estimate and the bond required are and shall be a part of this contract.

(*E*) The Contractor will not ask, demand, sue for or recover for any supplies delivered, repairs made, illuminating material furnished, or work performed under this contract, any extra compensation beyond the amounts payable for the several classes of work and supplies herein enumerated, which shall be actually supplied at the price therefor, herein agreed upon and fixed.

(*F*) The Engineer shall inspect and test or have tested the gas or other illuminating material, lamps, meters, regulators, repairs and supplies furnished, and see that the same strictly correspond with the specifications hereinafter set forth, and the Engineer is hereby authorized and empowered to reject any of the said gas or other illuminating material, lamp posts, lamps, meters, regulators, repairs and supplies offered under this contract, for the reason that the same do not comply in quality or quantity or pressure, or time or place of maintenance, with the specifications herein contained or hereto annexed.

7922 (*G*) Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such assistant or other person as shall be designated by the Commissioner shall perform all the duties and be vested with all the power herein given to the Engineer.

(*H.*) To prevent all disputes and litigations, the engineer shall, in all cases, determine the amount, quantity and quality of the supplies, illuminating material, and work, which are to be paid for under this contract, and he shall determine all questions in relation to said gas or other illuminating material, repairs and supplies, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of the Contractor, and his estimate and decision shall be final and conclusive.

(*I.*) Any doubt as to the meaning of the contract, including the specifications, or any obscurity as to the wording of them, will be explained by the Engineer, and all directions and explanations re-

quired, alluded to, or necessary to complete any of the provisions of these specifications, and give them due effect, will be given by the Engineer.

(*J.*) The Contractor shall commence the delivery of the lamps and other apparatus called for by this contract, and the furnishing of the illuminant required, and the lighting of the lamps, as soon as he shall be ordered so to do by the Commissioner; he will carry on such contract as required from time to time, with such force and in such manner and order, and at such times and seasons, as may be directed by the Commissioner, and that he will fully and entirely perform this contract on his part on or before the fifteenth day of March, 1905.

7923 (*K.*) In case any lamp shall fail to burn continuously throughout each and every night, during the term of this contract, during the hours specified in the time-table hereto annexed, or such hours as the Commissioner may from time to time prescribe, and such failure shall not be due to any act or omission of The City, its officers, agents or employees, the Contractor shall and will pay to The City a sum of money equal to one three hundred and sixty-fifth (1/365) of the contract price of such lamp per annum for each and every night or part thereof that such failure shall continue, which said sum, in view of the difficulty of ascertaining the loss which The City will suffer by reason of such failure, is hereby agreed, fixed and determined by the parties hereto, as the liquidated damages that The City will suffer by reason of such failure, and not as a penalty, and the City shall and may deduct and retain the amount of such liquidated damages out of any moneys which may be due or become due to the Contractor under this agreement.

(*L.*) Neither an extension of time, for any reason, beyond the date fixed for the delivery of supply of gas, or other illuminating material, lamps, repairs and supplies, nor the delivery and acceptance of any said delivery of supply of gas, repairs and supplies, called for by this contract, shall be deemed to be a waiver by the Commissioner of the right to abrogate this contract for abandonment or delay in the manner herein provided.

(*M.*) The Contractor will employ only competent, skillful and faithful men to do the work, and he further agrees that whenever the Commissioner shall inform him in writing that any man engaged in the work is, in his opinion, incompetent or unfaithful,

7924 he will discharge him from the work and will not again employ him upon the work.

(*N.*) The Contractor shall receive the following prices as full compensation for furnishing and maintaining the lights, lamps, apparatus and accessories, and performing the services herein provided to be performed by the Contractor, viz.:

I. For furnishing the aforesaid illuminating material for each lamp, for burners consuming three cubic feet of gas, of 20 candle-power per hour, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-posts, lamp-irons and lanterns thereto, for the aforementioned period of one year, in the sum of Seventeen and 25/100 dollars ($17.25).

II. and III. For furnishing the aforesaid illuminating gas for each lamp, at each lamp, as directed and specified, for burners consuming 4 or 5 cubic feet as may be selected, for the above-mentioned period of one year, the sum of II., Twenty-one and 50/100 dollars ($21.50); III., Twenty-six and 25/100 dollars ($26.25).

IV. For furnishing illuminating material other than gas for each lamp, at each lamp, and of the kind and grade as stated in the bid, as directed and specified, ... of ..... and also operating and maintaining the lamp including illuminant. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns, lamp-posts, and replacing cocks, tubes, burners, cross-heads, lamp-posts, lamp-irons, frames and lanterns, when so ordered by the Commis-
7925 sioner. All the above for the term of one year, in the Borough of ....., to wit, the sum of ..... dollars ($....), per lamp per year.

V. For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners cross-heads, lamp-irons, lamp-posts and lanterns thereto, for the aforementioned period of one year, the sum of..... dollars ($.....).

For Single Incandescent Mantle Lamps (Gas).

Twenty-eight and 75/100 dollars ($28.75) per lamp per year for less than 10,000 lamps.

Twenty-seven and 75/100 dollars ($27.75) per lamp per year for over 10,000 lamps and less than 15,000 lamps.

Twenty-six and 75/100 dollars ($26.75) per lamp per year for over 15,000 and less than 20,000 lamps.

Twenty-five and 75/100 dollars ($25.75) per lamp per year for over 20,000 and less than 25,000 lamps.

Twenty-four and 75/100 dollars ($24.75) per lamp per year for 25,000 or more lamps.

Twenty-four and 75/100 dollars ($24.75) per lamp per year for single order now for 22,500 lamps.

For Double Incandescent Mantle Lamps.

Forty-six and 50/100 dollars ($46.50) per lamp per year.

VI. For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, the sum of ..... dollars ($....).

VII. For repair of lamp-posts and erection of new lamp-posts:

7926 (*a.*) For each lamp-post straightened, the sum of One and 50/100 ($1.50).

(*b.*) For each column re-leaded, the sum of Two and 50/100 dollars ($2.50).

(*c.*) For each column recalked, the sum of One dollar ($1.00).

(*d.*) For each column refitted, the sum of Three and 50/100 dollars ($3.50).

(*e.*) For each service-pipe refitted, the sum of Five and 50/100 dollars ($5.50).

(*f.*) For each stand-pipe refitted, the sum of Two and 50/100 dollars ($2.50).

(*g.*) For each lamp-post removed, the sum of Three and 50/100 dollars ($3.50).

(*h.*) For each lamp-post re-set, the sum of Eight dollars ($8.00).

(*i.*) For each new lamp-post used for gas lamps fitted up complete and erected with service and stand-pipe and lantern, the sum of....

Fitting up new lamps, Eight dollars..... ($8.00)
Boulevard lantern additional, Six dollars..... ($6.00)

Fourteen dollars ($14.00)

VIII. For furnishing illuminating gas for lighting of not less than 20 candle power, including the service-pipes from the gas-mains to the building, and a proper meter for registering the gas, for the term of one year, for all or any of the public buildings and offices in the Borough of Manhattan, the lighting of which is now, or hereafter may be, under the jurisdiction and control of the Department of Water Supply, Gas and Electricity, per 1,000 cubic
7927 feet, at a pressure of not less than 1½ inches, in the sum of Ninety cents ($0.90).

IX. For furnishing and maintaining a pressure regulator, at the option of the Commissioner, controlling supply of gas from each meter which registers the total consumption of gas in any building under the jurisdiction and control of the Department. This gas pressure regulator shall maintain an even pressure of 1½ inches throughout the building as closely as can be obtained. The Contractor shall inspect and regulate same at least once a month, and shall perform all necessary acts in order to maintain same in such a condition that it shall efficiently regulate the supply of gas in the building. The regulator shall be inspected and tested when required by the Commissioner, by the Engineer, and if found defective, shall be replaced, without further expense to the City, whenever such replacement is ordered by the Engineer.

Estimates may be given separately on the price for use of regulator for one year and on the maintenance, as specified.

For furnishing ..... regulators of an average capacity of about one and one-quarter inches for the period of one year, in the Borough of.....the sum of ..... Dollars ($.....).

For maintaining the above regulators for the period of one year, in the Borough of ..... as specified, the sum of ..... Dollars ($.....).

(*O.*) No payment will be made or allowed on account of supply of illuminating materials, repairs and supplies to any lamp, except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

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(*P.*) In case the Contractor shall be unable at any time during the continuance of this contract to supply illuminating material to, or light in any of the lamps specified in this agreement, then the Contractor shall give immediate notice to the Commissioner of his inability to furnish illuminating material to, or to light such lamps, stating the streets in which the supply of illuminating material to the lamps cannot be furnished and the cause thereof. And in case the use of any of the lamps shall be suspended or discontinued, and other lamps shall be used in consequence of such suspension or discontinuance, then the gas or other lamps which may have been suspended, or discontinued, shall not be supplied with illuminating material except pursuant to an order for such supply by the Commissioner.

(*Q.*) The Contractor shall indemnify and save harmless The City, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, including suits based on or arising out of the alleged infringement of any patent or patent right, and against, and from all damages and costs to which they or any of them may be put by reason of any such alleged infringement or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under this contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of the Contractor or his agents or servants.

So much of the moneys due to the Contractor under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner, shall or may be retained by The City, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of the Commissioner.

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(*R.*) In case the Contractor shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, the Commissioner may and shall have the power to cause such work to be performed by other parties, and to deduct the expense thereof, from any moneys which may be due or may become due to the Contractor, and to hold the Contractor and his sureties liable for the amount thereof, which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference.

(*S.*) If the Contractor shall not well and truly observe, perform, fulfil and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case the Commissioner may and shall have the power, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

(*T.*) On or after the first day of each and every month during the term of this contract, the Contractor shall furnish proof
7930 to the satisfaction of the Commissioner that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas burners have consumed three cubic feet of gas each per hour, as required by this contract, during all the time that the lamps were required to be kept lighted, and also proof to the satisfaction of the Commissioner as to all extinguishments of lamps, including the location of each lamp extinguished, the date and length of extinguishment in each case, whereupon the Commissioner shall certify the fact, and in his certificate state the amount to which the Contractor shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the Contractor therefor the sum to which he shall be so entitled; and without such certificate and requisition the Contractor shall not be or become entitled to any payment under and in respect to the terms of this contract, or for the light, lamps and accessories or in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of The City, he shall, within thirty days thereafter, pay to the Contractor the amount thereof in lawful money.

(*U.*) The City shall not, nor shall any department or officer thereof be precluded or estopped by any return or certificate made or given by the Commissioner, any Engineer or other officer, agent or appointee of The City under any provision of this agreement from
at any time (either before or after the final completion and
7931 acceptance of the work and payment therefor pursuant to any such return or certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or the work and materials, or any part thereof, do not in fact conform to the specifications; and The City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Con-

tractor such damages as it may sustain by reason of his failure to comply with the specifications.

(*V.*) This contract shall not be binding or of any force unless the Comptroller of The City shall indorse hereon his certificate that there remains unexpended or unapplied, as provided in The Greater New York Charter, a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this contract, as certified by the officers making the same.

(*W.*) The residence or place of business given in the bid or estimate upon which this contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above-named place, or deposited in a post-paid wrapper in any post-office box regularly maintained by the post-office shall be deemed sufficient service thereof upon the Contractor. The place named may be changed at any time by an instrument, in writing, executed and acknowl-
7932 edged by the Contractor and delivered to the Commissioner. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, letter or other communication upon the Contractor personally.

(*X.*) This contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York, and which the law requires shall be defrayed and answered unto by The City.

(*Y.*) The contractor will give his personal attention constantly to the faithful prosecution of the work; he will not assign, transfer, convey, sub-let or otherwise dispose of this contract, or his right, title or interest in or to the same or any part hereof, without the previous consent in writing of the Commissioner indorsed hereon or hereto attached; and he will not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sub-let or otherwise dispose of this contract, or of his right, title or interest therein, or any of the moneys to become due under this contract, to any other person, company or other corporation, this contract may, at the option of the Commissioner, be revoked and annulled and The City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the ben-
7933 efit of his creditors, made pursuant to the statutes of the State of New York; and no right under this contract, or to any

money to become due hereunder shall be asserted against the City in law or in equity, by reason of any so-called assignment of this contract, or any part thereof, or of any moneys to grow due hereunder, unless authorized as aforesaid by the written consent of the Commissioner.

In Witness Whereof, The Commissioner of Water Supply, Gas and Electricity, has hereunto set his hand and seal on behalf of The City, and the Contractor has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and the parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner, one other to be filed with the Comptroller of The City, and the third to be delivered to the Contractor, the day and date herein first above written.

JNO. T. OAKLEY, [L. S.]
Commissioner of Water Supply, Gas and Electricity.

CONSOLIDATED GAS CO. OF NEW YORK,
By W. R. ADDICKS,
Vice-President. [SEAL.]
R. A. CARTER,
Secretary.
Attest:
R. A. CARTER,
Secretary.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

On this 1st day of July, 1904, before me personally came John T. Oakley, to me known and known to me to be the Commissioner of Water Supply, Gas and Electricity, the person described and who executed the foregoing instrument, and he acknowledged to
7934 me that he executed the same as such Commissioner for the purposes therein mentioned.

ROBERT J. McKEON,
Commissioner of Deeds, N. Y. City.

THE CITY AND STATE OF NEW YORK, *County of New York, ss:*

On this 1st day of July, 1904, before me personally came W. R. Addicks, to me known and known to me to be the Vice-president of the Consolidated Gas Co. of New York, and Robert A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Co. of New York, who, being by me severally duly sworn, did depose and say, each for himself, as follows: The said W. R. Addicks, that he resided in the City of New York, that he is the Vice-President of said Company, and the said Robert A. Carter, that he resided in the City of New York, that he is the Secretary of said Company, the Company described in and who executed the above instrument; that he knew the seal of said Company; that the seal affixed to the said instrument was such corporate seal; that it was so affixed by order of

the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

On this.....day of.....1904, before me personally came
.....
.....
.....
to me known and known to me to be the person described in
7935 and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

Know All Men by These Present-, That We, Consolidated Gas Co. of New York and The United States Fidelity and Guaranty Company of The City of New York, are held and firmly bound unto The City of New York, in the sum of One hundred and twenty-five thousand dollars, lawful money of the United States of America, to be paid to The City of New York, or to its certain attorneys, successors or assigns, for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 1st day of July, one thousand nine hundred and four.

Whereas, The above bounden Consolidated Gas Co. of New York by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the Illuminating Material, Repairs and Supplies to the Public Lamps of The City of New York, as in said contract will more fully and at large appear:

Now, therefore, the condition of the above obligation is such, that if the said Consolidated Gas Co. of New York, its successors or assigns, shall indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them, or any
of them, including suits and actions based on, or arising out
7936 of the alleged infringement of any patent or patent rights, and against and from all damages and costs to which they, or any of them, may be put by reason of any such alleged infringement, or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under said contract, or otherwise, or from any improper or defective material, machinery, implement or appliance uesd in performing the same, or from any act or omission of the said Consolidated Gas Co. of New York, its agents or servants, and if the said Consolidated Gas Co. of New York, or its successors or assigns,

shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe, and keep the said contract, and each and every of the covenants, provisions, conditions and terms in said contract contained, or to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

CONSOLIDATED GAS CO. OF NEW YORK,
By W. R. ADDICKS, *Vice-President.* [L. S.]
R. A. CARTER, *Secretary.* [L. S.]

[SEAL.]

Attest:
R. A. CARTER, *Sec.*

THE UNITED STATES FIDELITY AND GUARANTY CO., [L. S.] [L. S.]
By CHAS. W. YOUNG, *Attorney in Fact.*

Attest:
GEORGE E. HAYES, *Attorney in Fact.*

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

On this.....day of .....1904, before me personally came .....
7937 to me known and known to me to be the persons described in and who executed the foregoing bond and they severally acknowledged to me that they executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of N. Y., ss:*

On this 1st day of July, 1904, before me personally came W. R. Addicks, to me known and known to me to be the Vice-President of the Consolidated Gas Company of New York, and Robert A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Company of New York, being by me severally duly sworn, did say, each for himself, as follows: The said W. R. Addicks, that he was Vice-President of said Company, and the said Robert A. Carter, that he was Secretary of said Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that, by like order, he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, The City of New York.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ...of said City, being duly sworn, do depose and say that I am a ..... holder in The City of New

York, and reside at Number.....
7938 Borough of.....in said City, and
that I am worth the sum of.....
Dollars, being the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

——— ———.

Subscribed and sworn to before me, this.....day of ....., 1904.

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ...of said City, being duly sworn, do depose and say that I am a ..... holder in The City of New York, and reside at Number.....
Borough of .....in said City, and
that I am worth the sum of.....
Dollars, being the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

——— ———.

Subscribed and sworn to before me, this.....day of ....., 1904.

——— ———,
Notary Public or Commissioner of Deeds.

7939 STATE OF NEW YORK, *County of New York, ss:*

On the 15th day of March, in the year 1904, before me personally came Chas. W. Young, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York; that he was Attorney-in-Fact of the United States Fidelity & Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. And the said Chas. W. Young further said that he was acquainted with George E. Hayes and knew him to be the Attorney-in Fact of said Company; that the signature of the said George E. Hayes subscribed to the foregoing instrument was the genuine handwriting of George E. Hayes and was subscribed thereto by like order of said Board of Directors and in the presence of him, the said Chas. W. Young.

(Signed) ALONZO G. OAKLEY,
Commissioner of Deeds, New York City.

STATEMENT.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

Home Office:
Corner Calvert and German Streets,
Baltimore, Md.

At the Close of Business, December 31st, 1903.

Commenced Business August 1st, 1896.

7940

Assets.

Cash on hand and in banks.....	$257,183.43	
Investments, stocks and bonds (market value)	1,890,523.80	
Real estate	445,611.92	
Loans on collateral, stocks and bonds.	23,535.00	
Loans on mortgage.....	22,650.00	
Mortgages and other collateral, ac. salvage	4,000.00	
Agents' balance, fidelity and surety, less commissions	257,989.90	
Agents' balances, burglary, less commissions	64,612.48	
Due for subscriptions, department guaranteed attorneys	38,262.50	
Advanced acct. contracts, secured....	155,730.45	
Interest due and accrued.....	24,719.08	
		$3,184,818.56

Liabilities.

Capital stock paid in cash.....	$1,700,000.00	
Cash collateral deposits	82,902.26	
Surplus and reserve.....	1,401,916.30	
		$3,184,818.56

STATE OF NEW YORK, *County of New York, ss:*

George E. Hays, being duly sworn, says: That he is the
7941 Attorney-in-Fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief the foregoing is a true and correct statement of the financial condition of said company, as of December 31, 1903.

(Signed) GEORGE E. HAYES.

Subscribed and sworn to before me this — day of ——, 1904.

(Signed) ALONZO G. OAKLEY,
Commissioner of Deeds, New York City.

APPROPRIATION.

COMMISSIONER'S CERTIFICATE.

In conformity with the provisions of section 149 of The Greater New York Charter, it is hereby certified that the estimated cost of the work, materials and supplies required by the within contract, amounting to Five hundred thousand Dollars ($500,000.00), is chargeable to the appropriation of the Department of Water Supply, Gas and Electricity, for the year 1904, entitled "Lamps and Lighting, Boroughs of Manhattan and Bronx, for 1904."

....., *Commissioner of Water Supply, Gas and Electricity.*

Dated ....., 1904.

COMPTROLLER'S CERTIFICATE.

THE CITY OF NEW YORK, ..., 1904.

In pursuance of the provisions of section 149 of The
7942 Greater New York Charter, I hereby certify that there remains unapplied and unexpended a balance of the appropriation .....
.....
.....
applicable to this contract, sufficient to pay the estimated expense of executing the same, viz.: $.....

....., *Comptroller.*

SPECIFICATIONS.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), and for making certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved System of Lighting of Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of Manhattan, in The City of New York, for the Term of One Year, from March 16th, 1904, to March 15th, 1905.

1. The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted by the regulations of the said party of the first part, in accordance with a time-table hereto annexed, marked "A," and made a part of these specifications. The Commissioner may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the Contractor

shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner
7943 to that effect. Provided, that, in compliance with the direction of the Commissioner, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the said time-table, which time-table shall aggregate a total of 3925 hours for the term, then, in that case, the Contractor shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the Commissioner, an additional compensation, equivalent to a *pro rata* increase of the compensation allowed by the foregoing contract and proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the Commissioner, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3925 hours per term, then, in that case there shall be deducted an amount equivalent to a *pro rata* decrease of the compensation allowed by the foregoing contract and proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp posts for such purpose. The Contractor shall keep the service pipes and stand pipes of said lamps cleared of all obstructions, at its own cost and expense.

7944 2. The Commissioner shall have the right at any time to increase or diminish the number of lamps required to be lighted by the Contractor under this contract, and the right is reserved by the Commissioner, at any time during the continuance of this contract, to increase or diminish the number of hours during which the said lamps or any portion of them are to be kept burning, and to change said time-table in any particular, and to determine and from time to time to change the said number and location of the lights in any public building or office, and the amount and kind of illuminating material used and to be used therein, and the public buildings and offices and parts thereof lighted and to be lighted under the foregoing contract.

3. If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by means of a Bray slit, Union No. 7, burner consuming five cubic feet of gas per hour. The testing candle shall be of sperm, of six to the pound, and consuming as near as possible, one hundred and twenty grains of spermaceti per

hour; and no test shall be recorded in which the candle consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And as regards purity, gas shall be clean and of such quality that it will not deteriorate the mantles in the mantle lamps using same so as to shorten their length of life under similar conditions. The gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphureted hydrogen and other sulphur or noxious compounds. In case the illuminating material shall be illumi-
7945 nating material other than gas, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty candle-power coal gas, above described, consumed by the foot gas burners called for in this agreement.

4. The City shall have the right at any time to test the quality and illuminating power of the lamps and light as furnished on the street, and for that purpose at least twenty-five (25) lamps may be selected from those in actual use, by the Engineer, in each and every calendar month, and their illuminating power shall be determined photometrically by the City Gas Inspector or the Engineer at The City's Laboratory, or elsewhere at the discretion of the Engineer. The average candle-power of the lamp so tested shall constitute the basis for calculating the light furnished by the lamps burning during the month and for which the charge is made. The term "Lamp" herein means the burner complete with mantle and chimney, if any, as found set up for use in any of the streets or public places, and the test herein referred to shall be made through uncolored clear glass of the same character as encloses the lamp on the street, and under the same conditions of supply of gas; the object of the test being to determine that the actual illuminating power, as contracted for, is given on the street, and to determine that each burner is consuming at least the required three (3) cubic feet of gas per hour. Each lamp shall be tested with the gas furnished by the company furnishing gas to said lamp when in actual service on the street, the gas being first tested for candle-power. 20-candle power gas is herewith defined as gas which, when tested, at a distance of not less than one mile from the place of manufacture, on the improved form of Bunsen Photometer, by means of a Bray slit, Union No. 7,
7946 burner, consuming 5 cubic feet of gas per hour, shall give 20-candle power; the testing candle shall be of sperm of six to the pound, and consuming, as near as possible, 120 grains of spermaceti per hour; and no test shall be recorded in which the candle consumes less than 114 or more than 126 grains of spermaceti per hour.

When desired by the Commissioner, these tests will be applied to each of the different classes of lamps, viz.:

Open flame gas.	Open flame naphtha.
Mantle gas.	Mantle naphtha.

The Contractor operating and maintaining the lamps tested shall replace said lamps whenever they are taken down for test, free of cost

to The City, and shall always keep in stock ready for operation, at least 25 lamps of each class.

Lamps using other illuminant than gas will also be tested photometrically as to actual street illuminating power with the illuminating material they may contain when taken down, and they shall furnish the same illuminating power as a lamp of similar type using gas of 20-candle power supplied at the rate of .... cubic feet per hour.

The minimum candle power required of each type of lamp consuming not more than 3 cubic feet per hour per lamp, under the conditions herein specified, will be as follows:

Open flame gas	12 candle power.
Mantle gas	60 candle power.
Open flame naphtha	12 candle power.
Mantle naphtha	60 candle power.

The open flame lamps to be supplied with 20-candle power
7947 gas at the rate of not less than three (3) cubic feet per hour. The mantle gas lamps to be supplied with from 2½ to 3 cubic feet of gas per hour, at 1½ inches pressure as may be required. The naphtha lamps, both open and mantle, shall be supplied with sufficient naphtha to equal the candle power of the similar type of gas lamp mentioned above.

5. All the burners used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn 3, 4 or 5 cubic feet of gas per hour, as may be selected, and each of said burners *shall* burn 3, 4 or 5 cubic feet of gas per hour, as selected, during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps of similar type in The City of New York. The burners are to be kept clear at all times, so as to allow a free and unobstructed flow of illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Engineer, and shall be cleaned at least once in each year, or oftener if ordered by the Engineer.

6. Incandescent mantles for either gas or naphtha lamps when supplied for the lamps now using same, or for lamps which may be hereafter specified by the Commissioner, shall be of the very best quality, capable of producing and maintaining under the conditions of this contract not less than 60 candle-power. Whenever the mantles become smoked or deteriorated to such an extent that at least 60 candle-power is not obtained, they must be replaced by new
7948 mantles by the Contractor. The Commissioner reserves the right to have the lamps and the character of mantles furnished, tested, basing test on the same conditions as those under which they are required to burn on the streets, and to reject any lamps and mantles furnished that do not comply with the above requirements as to candle-power. Anti-vibrators for lamps, using incandescent mantles, should be furnished with each lamp, and sam-

ples of same should be submitted to the Engineer for approval with the sample of lamp furnished him as mentioned elsewhere.

7. The Commissioner or the Borough President shall have the right at any time to place signs, designating the names of streets, on any lamp-post situated on the street corners of any street to be lighted under this contract, without further expense to The City, whether the lamp-posts shall belong to The City or not, and all the lamps and street signs are to be kept in such a cleanly condition that not more than 10 per cent. of the light of the lamps shall be absorbed or obstructed by the uncolored glass. They shall be cleaned at least three times in each week, and oftener, if the Commissioner shall direct or require the same, and at each of these cleanings all the sides, top and bottom glass of the lantern, as well as the glass of the street sign, shall be thoroughly cleaned, both on the inside and the outside, and all dust and dirt shall be brushed from the frames.

8. The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the Contractor, without cost to The City.

7949 Stained glass of a ruby color, of such tint as shall be approved by the Commissioner, shall be placed in the Fire Alarm Signal lamps and in the tops of the gas lanterns nearest to the several Fire Alarm Signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the Contractor shall procure glass of the same color, and place and keep the same in the lamps without cost to The City.

9. The party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the Contractor, for the lamps so furnished, an additional compensation, equivalent to the increase of the compensation allowed by the foregoing contract and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

10. Sample lamps, showing all burning appliances and connections for each type of mantle or other lamp to be furnished, shall be submitted when called for by the Commissioner to the Engineer for the purposes of comparison and test. Such sample lamps shall be complete in every respect, and shall accurately represent the burner which the Contractor uses on each type of lamp under this contract, and the sample lamp, like lamps in service, shall be so combined and adjusted as to secure, under all ordinary variations of pressure, an intensity of candle power of not less than 60 in the case of

7950 mantle lamps and .... in the case of open flame lamps. The tips for open flame gas burners shall be designed to consume 3, 4 or 5 cubic feet of gas as required, per hour. These tips shall be approved by the Engineer before being placed on the burners. They shall be kept in good order and repair, and renewed

whenever equired by the Engineer, and he shall also have same tested for consumption of gas when it is deemed necessary.

11. Whenever the Commissioner shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be reloaded or recalked, or that any lamp-post or posts be repaired in any other manner, in this contract specified, the same shall be done within twenty-four hours after the Department shall notify the Contractor of such requirement.

12. The lamp-posts, lamp irons, brackets and lanterns, used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, crossheads and stand pipes of bracket lamps to have one coat of dark-green paint, blue shade. The square lamp irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white-lead paint; the round lamp irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white-lead paint, and so much of the stand pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to pre-
sent a gloss finish. While painting the lanterns care must
7951 be taken that the glass shall not be daubed or smeared with
paint. All the painting is to be completed by the first day of *July* next and the Commissioner is to be notified when and where the painting is to be commenced.

13. All lamp-posts shall be taken down which the Commissioner may require to be removed for any purpose.

14. New gas-lamp posts are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe shall be one (1) inch wrought iron pipe, upon which shall be connected by means of a reducer a three-quarter (¾) inch wrought-iron stand-pipe, which shall be galvanized upon its outer surface. Reducer to be connected to outside of both service and stand-pipe. At the lower extremity of the stand-pipe the service-pipe shall make an angle bend of easy curvature, so as to avoid any congestion of any material that may collect within the pipe, and thence have a direct fall to the main. The service-pipe shall receive a heavy coat of asphaltic paint before there is any filling-in around it. The service-pipe and bend on bottom of stand-pipe shall rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be
furnished and connected by the Contractor; the lamp-posts
7952 for mantle and open flame gas-lamps, and the lamp-posts,
lamp-irons, cross-heads and brackets for open flame gas-

lamps will be furnished by The City, through the Department, to the Contractor. All new lamp-posts are to be painted immediately after the same shall have been erected.

15. The cocks, tubes, tips, mantles, chimneys, globes, burners and checks which may become worn out or useless, or which, in the opinion of the Commissioner, are worn out or useless, shall be immediately replaced by the Contractor, at its own cost and expense.

16. All lanterns and lamp-posts used for gas, which, in the opinion of the Commissioner, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed and other lanterns and lamp-posts substituted in lieu thereof (and globe lamps substituted for square lamps) by the Contractor without charge to The City, when so ordered by the Commissioner. The lanterns, lamp-posts and globes for that purpose will be furnished by The City in the case of open flame gas lamps. The lamp-posts for mantle gas lamps will also be furnished by The City through the Department to the Contractor, but the Contractor will furnish all the equipment, including posts for the mantle naphtha and open flame naphtha lamps, as well as all the equipment, except the lamp-posts in the case of mantle gas lamps.

17. The crossheads and lamp-irons used for open flame gas-lamps which, in the opinion of the Commissioner, may become broken or out of order, are to be replaced on the posts by the Contractor without charge to The City. The cross-heads and lamp-irons for
7953 that purpose are to be furnished by the party of the first part, through the Department, to the Contractor.

17. The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes containing street names are to be placed upon the gas lamp-posts when required by the Department. The globes shall be furnished by the Department to the Contractor, and the signs shall be furnished by the Borough President to the Contractor.

19. All supplies, which, under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the Contractor.

20. Subject to the provisions of section 469 of the Greater New York Charter, the Contractor will, upon being required to do so by the party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the line of the mains of the Contractor, which are now suspended or may hereafter be suspended, when ordered so to do by the Commissioner.

21. The Commissioner may determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon.

7954 22. Should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachment placed and maintained on the lamps by the Contractor hereto at his own cost and expense.

23. In supplying gas for public buildings under the jurisdiction and control of the Department of Water Supply, Gas and Electricity, the Contractor shall supply, put in place, and connect the service-pipe from the gas-mains to the building and install a proper meter for registering the gas consumed. The gas supply shall be of 20-candle power at not less than 1½-inch pressure, the pressure to be regulated by a gas pressure regulator, approved by the Engineer.

All meters registering the total consumption of gas in any building under the jurisdiction and control of the Department to be equipped, when so required by the Commissioner, with a gas pressure regulator to be furnished, erected and maintained by the Contractor awarded same, maintaining an even pressure of 1½ inches throughout the building as closely as can be obtained. This pressure regulator to be supplied, maintained and cleaned by the Contractor without expense to The City, but shall be inspected and tested by the Inspector detailed by the Commissioner or Engineer so to do. The size of the pressure regulator shall conform to the size of the riser-pipe. It shall be attached to the pipes, but not on the gas meter, and the Contractor shall furnish all the necessary fittings to make connections, and do all the work of installing the machines in a first-class manner, including the removal of stoppages in house

7955 pipes where necessary, adjust tips and burners (other than mantle lights) and set the machines in such a manner as to give the best results under existing conditions, as specified, without curtailing light, and if necessary, in the opinion of the Engineer, the Contractor shall furnish the ordinary lava tip burners and checks.

All the work shall be subject to the approval of the Engineer, and the regulators shall be of the type known as Mercury Float Governors of the improved type approved by the Engineer. The Contractor for these regulators shall maintain same for one year; such maintenance shall include inspecting each regulator monthly, reporting to the Engineer each month, readjusting regulator in case of any change, and shall include furnishing such new tips, checks, or burners as may be deemed necessary by the Engineer, and shall also include the pumping out of house pipes when necessary.

24. All gas meters used for supply of gas to public buildings or public places in The City of New York, may be tested by the Engineer whenever the Commissioner may so order, and the Contractor shall replace same during test, if necessary, free of charge. If meter be found defective, same shall also be repaired or replaced by the Contractor without further charge to The City.

Tips for open flame gas burners used in public buildings, and other burning appliances, shall be approved by the Engineer before being installed, and no Contractor shall have the right to furnish such tips or burners to lamps in any public building without first obtaining such approval. The Engineer may test such tips or burn-

ing appliances whenever he deems it advisable in order to determine their consumption of illuminant, and in case they shall con-
7956 sume an excessive amount of same, he may order new ones put in their place by the Contractor who furnished them during the term of this contract.

25. In order that bills, when rendered to The City by the Contractor, shall agree so far as it is possible, with the meter readings as obtained by the City Inspectors, it will be required that on proper notification from The City, the Inspectors of the company will read the various meters on the same day as they are read by The City's Inspectors.

No meters shall be installed, changed or replaced in any public building, except in case of emergency, unless due notice shall be given the Bureau of Lamps and Gas twenty-four hours before such new meter is installed or change is made, so that an Inspector from said Bureau can be present and check the readings of the meters.

26. If the requirements of The City, under this contract, includes any lamps with which the pipes or conductors of the Contractor were not connected at the time of the making, such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner, will be allowed the Contractor in which to supply and connect service-pipes, bends, reducers, and stand-pipes, as specified above, to such lamps and all such connections, material and labor shall be furnished by the Contractor without other expense to The City; provided that the Contractor has or shall procure a consent, grant or franchise from the proper municipal or other authority, authorizing the laying of gas mains or conductors in the
7957 streets or parts of streets and public places in which the said lamps are located; and that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1904, nor until permits shall have been obtained from the Commissioner, authorizing such openings.

27. No payment on account of any such lamps will be made to the Contractor for the time so allowed, nor until the same shall have been connected with the mains or conductors of the Contractor, nor will payment be made on account of supply of gas or other illuminating material at any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

28. The Contractor shall indemnify and save The City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of any illuminating material or any burning appliances connected therewith, or for repairs or supplies to lamps or lamp-posts.

29. The Contractor shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1 and December 31 during the term of this contract, upon giving forty-eight hours' written notice to the Department, and subject to the approval of the Commissioner, of its intention to break up or open any street, avenue, or public place, or part

thereof, or to remove any part of the pavement thereof, for
7958 the purpose of laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the Contractor shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Borough President may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Borough President, readjust and fill and finish the same as long as, in the opinion of the Borough President, may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement by reason of laying the said pipe or conductors shall be made and done by the Contractor, at his own cost and expense. And the Contractor shall furnish to the Commissioner a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person, to be appointed by the Commissioner; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the Contractor, but the expense of such inspection
7959 shall be paid by the Contractor when required by the Commissioner. The Contractor shall and will so conduct the manufacture and manufactories of gas, or stations for other illuminating material, as not to create a nuisance, and it will in all things be governed by such reasonable rules and regulations as the Borough President may from time to time establish or direct, relative to the opening of such streets, avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid.

30. In order that the Commissioner and his assistants may determine whether the gas-lamps are lighted and extinguished in accordance with the time-table hereinbefore mentioned, the Contractor shall furnish to the Commissioner a map or maps showing the lamps in the district of each lamp-lighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the Contractor shall notify the Commissioner of any change which may be made in the beginning and finishing points on any lamp district during the term of this contract. The Contractor shall furnish to the Commissioner a report weekly, stating therein the number and

location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. Nothing herein contained shall be construed or deemed as granting to the Contractor any sole or exclusive right or privi-
7960 lege, or as preventing the party of the first part from granting the like privileges as are hereby given to the Contractor to any other company, persons or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas his or their own house, store, manufactory or premises.

7961 TIME TABLE

For Lighting and Extinguishing the Public Gas Lamps for the Year 1904.

BEGINS TO LIGHT AT		BEGINS TO EXTINGUISH AT		
Jan. 15....	4.45 P. M.	Jan. 16....	6.30 A. M.	
" 22....	4.55 "	" 23....	6.20 "	
Feb. 5....	5.05 "	Feb. 6....	6.05 "	
" 12....	5.15 "	" 13....	5.55 "	
				31 nights, 413 hours and 5 minutes.
Feb. 15....	5.20 P. M.	Feb. 16....	5.55 A. M.	
" 26....	5.35 "	" 27....	5.30 "	
Mar. 11....	5.50 "	Mar. 12....	5.25 "	
				28 nights, 339 hours and 40 minutes.
Mar. 15....	5.55 P. M.	Mar. 16....	5.10 A. M.	
" 19....	5.55 "	" 20....	5.05 "	
" 23....	6.05 "	" 27....	4.55 "	
Apr. 1....	6.15 "	Apr. 2....	4.40 "	
" 9....	6.25 "	" 10....	4.30 "	
				31 nights, 331 hours.
Apr. 15....	6.35 P. M.	Apr. 16....	4.10 A. M.	
" 24....	6.50 "	" 25....	3.55 "	
May 7....	7.05 "	May 8....	3.40 "	
				30 nights, 273 hours.
May 15....	7.15 P. M.	May 16....	3.30 A. M.	
" 21....	7.20 "	" 22....	3.20 "	
June 4....	7.25 "	June 5....	3.10 "	
				31 nights, 246 hours and 45 minutes.
June 15....	7.30 P. M.	June 16....	3.10 A. M.	
July 14....	7.30 "	July 15....	3.10 "	
				30 nights, 230 hours.
July 15....	7.30 P. M.	July 16....	3.20 A. M.	
" 30....	7.20 "	" 31....	3.35 "	
Aug. 6....	7.15 "	Aug. 7....	3.45 "	
" 13....	7.10 "	" 14....	3.50 "	
				31 nights, 252 hours and 5 minutes.
Aug. 15....	7.05 P. M.	Aug. 16....	4.00 A. M.	
" 27....	6.50 "	" 28....	4.10 "	
Sept. 3....	6.35 "	Sept. 4....	4.15 "	
" 10....	6.20 "	" 11....	4.15 "	
				31 nights, 289 hours and 35 minutes.

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Sept.	15....	6.15 P. M.	Sept.	16....	4.30 A. M.	
"	17....	6.10 "	"	18....	4.30 "	
"	24....	5.55 "	"	25....	4.40 "	
Oct.	1....	5.35 "	Oct.	2....	4.50 "	
"	8....	5.35 "	"	9....	4.55 "	
						30 nights, 326 hours and 10 minutes.
Oct.	15....	5.20 P. M.	Oct.	16....	5.05 A. M.	
"	22....	5.05 "	"	23....	5.15 "	
"	29....	4.55 "	"	30....	5.20 "	
Nov.	5....	4.40 "	Nov.	6....	5.30 "	
"	12....	4.30 "	"	13....	5.40 "	
						31 nights, 383 hours and 40 minutes.
Nov.	15....	4.30 P. M.	Nov.	16....	5.50 A. M.	
"	25....	4.15 "	"	26....	5.55 "	
Dec.	14....	4.15 "	Dec.	15....	6.15 "	
						30 nights, 407 hours.
Dec.	15....	4.10 P. M.	Dec.	16....	6.15 A. M.	
"	24....	4.20 "	"	25....	6.15 "	
Jan.	14....	4.30 "	Jan.	15....	6.30 "	
						31 nights, 433 hours.

Total, 365 nights, or 3,925 hours.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY,

New York.....1904.

The above table will show the time for lighting and extinguishing the public lamps during the year 1904. See specifications, paragraph 1

JOHN T. OAKLEY,
Commissioner of Water Supply, Gas and Electricity.

NOTE—For 1904, a leap year, add 11 hours and 55 minutes to total for February 29.

Endorsed: The City of New York, Department of Water Supply, Gas and Electricity—Contract for Furnishing Gas and other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying
7963 Gas, etc., for New Lamps when required), and for making certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan, in the City of New York for the term of One Year, from ....., 1904, to ....., 190 —Consolidated Gas Co. of New York, Contractor—Dated July 1st, 1904—Assigned to .....—Approved as to form, John L. O'Brien, Acting Corporation Counsel—Dated.....

7964 CITY'S EXHIBIT 4.

No. 4.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BID OR ESTIMATE.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps, when required), and for making certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved Systems of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of nine months and sixteen days, from March 16, 1905, to December 31, 1905, both inclusive.

Made this fourteenth day of March, 1905, by Consolidated Gas Co. of New York.

1. Consolidated Gas Co. of New York do declare that we (are) the only person, persons or corporation interested in this bid or estimate; and that no other person, persons or corporation than are herein named have any interest in this bid or estimate, or in the contract proposed to be taken.

2. We further declare that this bid or estimate is made without any connection with any other person, persons or corporation making a bid or estimate for the same work, and is in all respects fair, and without collusion or fraud.

7965 3. We further declare that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or any other officer of The City of New York, is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in this bid or estimate, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof.

4. We further declare that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and that said persons are householders or freeholders in The City of New York, or duly authorized officers or agents of a guaranty or surety company duly authorized by law to act as surety.

5. We have examined the contract (including the specifications) for the supplies and work, in the form approved by the Corporation Counsel, and we will contract, in the form so approved, to perform and complete the work mentioned in said contract and specifications, and furnish the supplies on the following terms, viz.:

OPEN FLAME GAS LAMPS—LAMP-POSTS OWNED OR FURNISHED BY THE CITY.

I. For furnishing illuminating gas (of not less than 20 candle-power to burners consuming 3 cubic feet of gas per hour, by photometric test, made at a distance of not less than one mile from the place of manufacture) for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes
7966 burners, the replacing of cross-heads, lamp-irons and lanterns, and the replacing and repairing of lamp-posts when owned by the Contractor, as specified and as noted in proposals, clauses Nos. 7 and 9, for the term of this contract, in the Borough of Manhattan, to wit:

" For furnishing all the above for each lamp, at each lamp, for 993 in number of same, the sum of Thirteen 7527/10000 dollars ($13 7527/10000) per lamp, or at the rate of Seventeen 25/100 ($17.25) per lamp, per annum, burning 3,925 hours.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

OPEN FRAME NAPHTHA LAMPS—LAMP-POSTS OWNED OR FURNISHED BY THE CITY.

II. For furnishing illuminating material other than gas for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burners, burning appliances, lanterns, lamp-irons and cross-heads thereto, as specified and as noted in proposals, clauses Nos. 7 and 9, for the term of this contract, in the Borough of Manhattan, to wit:

7967 For furnishing all the above for each lamp, at each lamp, for.....in number of same, the sum of..... Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for

.....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

OPEN FLAME NAPHTHA LAMPS—LAMP-POSTS FURNISHED BY CONTRACTOR.

III. For furnishing illuminating material other than gas for each lamp, at each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burners, burning appliances, lamp-posts, lanterns, lamp-irons and cross-heads thereto, as specified and as noted in proposals, clauses Nos. 7*a* and 9, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....

7968 Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for.....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

MANTLE GAS LAMPS—LAMP-POSTS OWNED OR FURNISHED BY THE CITY.

IV. For furnishing and connecting, ready for use, each mantle gas lamp, with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, at each lamp, and also operating and maintaining it, including illuminant. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto, and repairing and replacing of lamp-posts when owned by the Contractor, as specified and as noted in proposals,

clauses Nos. 8 and 9, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for 16,244 in number of same, the sum of Twenty-one 3267/10000 dollars (21^{3267}) per lamp, or at the rate of Twenty-six 75/100 ($26.75) per lamp, per annum, burning 3,925 hours.

For furnishing all the above for each lamp, at each lamp, for 22,500 or more in number of same, in either the Boroughs of Manhattan or the Bronx, or both, the sum of Nineteen 7322/7969 10000 dollars (19.73^{22}) per lamp, or at the rate of Twenty-four 75/100 ($24.75) per lamp, per annum, burning 3,925 hours.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

MANTLE NAPHTHA LAMPS—LAMP-POSTS OWNED OR FURNISHED BY THE CITY.

V. For furnishing and connecting, ready for use, each mantle lamp, using illuminating material other than gas, with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, at each lamp, and also operating and maintaining it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto, as specified and as noted in proposals, clauses Nos. 8 and 9, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

7970 For furnishing all the above for each lamp, at each lamp, for.....in number of same, the sum of..... Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

MANTLE NAPHTHA LAMPS—LAMP-POSTS FURNISHED BY CONTRACTOR.

VI. For furnishing and connecting, ready for use, each mantle lamp, using illuminating material other than gas, with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, at each lamp, and also operating and maintaining it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of lamp-posts and cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lamp-posts, lanterns, lamp-irons, frames and cross-heads thereto, as specified and as noted in proposals, clauses No. 8*a* and 9, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp,
7971 for.....in number of same, the sum of.....
Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

For furnishing all the above for each lamp, at each lamp, for .....in number of same, the sum of.....Dollars ($.....) per lamp.

VII. For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating gas only, as specified and as noted in clauses No. 7, No. 8 and No. 9 of the proposals, for the period of this contract, the sum of..... .....Dollars ($.....).

VIII. For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating gas only, as specified and as noted in clauses No. 7*a*, No. 8*a*, No. 8*b* and No. 9 of the proposals, for the period of this contract, the sum of..... .....Dollars ($.....).

IX. For repair of lamp-posts and erection of new lamp-posts, for the term of this contract, in the Borough of Manhattan, when owned, furnished or hereafter acquired by The City:

(*a*) For each lamp-post straightened, the sum of One 50/100 dollars ($1.50).

(*b*) For each column releaded, the sum of Two 50/100 dollars ($2.50).

(*c*) For each column recalked, the sum of One 00/100 dollars ($1.00).

(*d*) For each column refitted, the sum of Three 50/100 dollars ($3.50).

(*e*) For each service pipe refitted, the sum of Five 50/100 dollars ($5.50).

7972 (*f*) For each stand pipe refitted, the sum of Two 50/100 ($2.50).

(*g*) For each lamp-post removed, the sum of Three 50/100 dollars ($3.50).

(*h*) For each lamp-post reset, the sum of Eight dollars ($8.00).

(*i*) For the erection of each new lamp-post, complete (with service and stand pipes when for gas) and with cross-heads, lamp-irons and lanterns in place, stating the price per post, the sum of Eight 00/100 dollars ($8.00).

X. For furnishing illuminating gas of not less than 20 candle-power, when tested, as provided for gas to street lamps, including the service pipes from the gas-mains to the building and a proper meter for registering the gas, for the term of this contract, for each of the public buildings and offices in the Borough of Manhattan, the lighting of which is now, or hereafter may be, under the jurisdiction and control of the Department of Water Supply, Gas and Electricity, per 1,000 cubic feet, at a pressure of not less than one and one-half (1½) inches at the meter end of the house service pipe, in the sum of Ninety cents ($0.90).

CONSOLIDATED GAS CO. OF N. Y. [L. S.]
By W. R. ADDICKS, *Vice-President.* [L. S.]
COLIN C. SIMPSON,
Asst. Secretary.

7973 THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

WALTER R. ADDICKS, being severally duly sworn, say each for himself, that the several matters stated in the above estimate are in all respects true.

W. R. ADDICKS.

Subscribed and sworn to before me, this 15th day of March, A. D. 1905,

CORNELIUS A. LOUGHLIN,
Notary Public, New York County.

(Blanks for consent of Sureties and Affidavits on next leaf.)

SURETIES' AGREEMENT.

In Consideration of the premises, and of One Dollar to us and each of us in hand paid by The City of New York, the receipt whereof is hereby acknowledged—

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made be awarded to the person, per-

sons or corporation making the same, we will, upon its being so awarded, become bound as his, their or its sureties for its faithful performance; and if the said person, persons or corporation shall omit or refuse to execute such contract, if so awarded, and give the proper security within five days after the written notice that the same is ready for execution, we will pay, without proof of notice or demand, to the said The City of New York, or its successors, any difference between the sum to which such person, persons or corporation would be entitled upon the completion of such contract and
7974 the sum which The City of New York may be obliged to pay to the person, persons or corporation to whom the contract shall be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the SUPPLIES and WORK by which the bids are tested.

In Witness Whereof, we have hereunto set our hands, this 15th day of March, one thousand nine hundred and five.

Name of first surety,

THE UNITED STATES FIDELITY & GUARANTY CO.,
By SYLVESTER J. O'SULLIVAN, *Manager.*

Name of second surety,

Attest:
GEORGE E. HAYES,
Attorney in Fact.

The adequacy and sufficiency of the above-named sureties approved.

Dated this.....day of....., 1905.

——— ———,
Comptroller.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named.....being duly sworn, says that he is a householder or freeholder in The City of New York, and is worth the sum of.....Dollars ($.....), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and*
7975 *otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this.....day of .....A. D. 1905,

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named.....being duly sworn, says that he is a householder or freeholder in The City of New

York, and is worth the sum of.....Dollars ($.....), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with the intention to execute the bond required by law.

Subscribed and sworn to before me, this.....day of .....A. D. 1905,

____ ____,

Notary Public or Commissioner of Deeds.

STATE OF NEW YORK, *County of New York, ss:*

On the 15th day of March, in the year 1905, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York; that he was Manager of the United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation;
7976 that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of Directors of said corporation, and that he signed his name thereto by like order. And the said Sylvester J. O'Sullivan, further said that he was acquainted with George E. Hayes, and knew him to be the Attorney-in-Fact of said Company; that the signature of the said George E. Hayes, subscribed to the foregoing instrument, was in the genuine handwriting of said George E. Hayes, and was subscribed thereto by like order of said Board of Directors, and in presence of him, the said Sylvester J. O'Sullivan.

(Signed) GEO. TRACY SWEENEY,
Commissioner of Deeds, New York City.

7977 STATEMENT.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY,

Home Office:

BALIMORE, MD.

At the close of Business, September 30, 1904.

Commenced Business August 1st, 1896.

Assets.

Real estate	$422,302.27
United States Bonds	84,050.00
Baltimore City, State and Municipal Bonds	1,579,528.92
Railroad Bonds	2,215.00
Bank Stocks	18,310.00

Railroad Stocks	41,800.00
Other Stocks	182,500.00
Cash in Banks and Home Office	440,981.43
Premiums due from Agents, Less Commission	322,027.42
Loans on Mortgages	19,050.00
Loans on Collateral	55,103.78
Ground Rents	1,000.00
Due for Subscriptions Dept. Guaranteed Att'ys	36,807.00
Advanced a/c. Contracts Secured	162,447.83
Interest Due and Accrued	21,177.34
	$3,389,300.99

7978 *Liabilities.*

Capital Stock Paid in Cash	$1,700,000.00
Re-Insurance Reserve	1,053,623.48
Reserve for Unadjusted and Resisted Claims	213,843.58
Collateral Deposits	111,981.64
Surplus and Undivided Profits	309,852.29
	$3,389,300.99

STATE OF NEW YORK, *County of New York, ss:*

George E. Hayes, being duly sworn, says, that he is the Attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said Company, as of September 30, 1904.

(Signed) GEORGE E. HAYES.

Subscribed and sworn to before me, this 15th day of March, 1905.

(Signed) GEO. TRACY SWEENEY,
Commissioner of Deeds, New York City.

Endorsed: The City of New York—Department of Water Supply, Gas and Electricity.—Bid or Estimate.—For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps, when required), and for making certain Repairs to Lamp Posts, and for furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of Manhattan, in The City of New York for the term of nine months and sixteen days, from March 16, 1905, to December 31, 1905.

7979

CITY'S EXHIBIT 5.

No. —.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BID OR ESTIMATE.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps, when required), and for making certain Repairs to Lamp Posts, and for furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of The Bronx, in The City of New York, for the term of one year from March 15th, 1904, to March 15th, 1905.

Made this 15th day of March, 1904, by Welsbach Street Lighting Company of America, 33 Nassau Street, New York.

1. Welsbach Street Lighting Company of America does declare that Welsbach Street Lighting Company of America is (are) the only person, persons or corporation interested in this bid or estimate; and that no other person, persons or corporation than are herein named have any interest in this bid or estimate, or in the contract proposed to be taken.

2. We further declare that this bid or estimate is made without any connection with any other person, persons or corporation making a bid or estimate for the same work, and is in all respects fair, and without collusion or fraud.

7980 3. We further declare that no member of the board of aldermen, head of a department, chief of a bureau, deputy thereof or clerk therein, or any other officer of The City of New York, is, shall be or become interested directly or indirectly, as contracting party, partner, stockholder, surety or otherwise, in this bid or estimate, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof.

4. We further declare that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and that said persons are householders or freeholders in The City of New York, or duly authorized officers or agents of a guaranty or surety company duly authorized by law to act as surety.

5. We have examined the contract (including the specifications) for the supplies and work, in the form approved by the Corporation Counsel, and we will contract, in the form so approved, to perform and complete the work mentioned in said contract and specifications, and furnish the supplies on the following terms, viz.:

I. For furnishing illuminating gas (of not less than 20-candle power to burners consuming three cubic feet of gas per hour, by photometric test, made at a distance of not less than one mile from the place of manufacture), for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting lamp-posts and lanterns, replacing the cocks, tubes, burners, cross heads, lamp-posts, lamp-irons and lanterns thereto, for the term of one year in the Borough of ..... to wit: the sum of ..... Dollars ($.....) per lamp per year.

7981 II. For furnishing gas to burners consuming four cubic feet of gas per hour, under the same conditions as above, the sum of ..... Dollars ($.....) per lamp per year.

III. For furnishing gas to burners consuming five cubic feet of gas per hour, under the same conditions as above, the sum of ..... Dollars ($.....) per lamp per year.

IV. For furnishing illuminating material other than gas, of kind and grade as stated herewith .. of .. for each lamp, at each lamp, for the term of one year, and also operating and maintaining the lamp including the illuminant. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns, lamp-posts, and replacing cocks, tubes, burners, tanks, crossheads, lamp-posts, lamp-irons, frames and lanterns when so ordered by the Commissioner.

All the above for the term of one year in the Borough of The Bronx, to wit, the sum of ..... Dollars ($.....) per lamp per year.

V. For furnishing, and connecting ready for use, for each mantle gas and naphtha lamp, improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods and regulating apparatus, necessary for each lamp, and also operating and maintaining it, including illuminant. The operation and maintenance to include the lighting, extinguishing cleaning, reglazing, repairing and painting of lanterns, lamp-posts and the replacing of cocks, tubes, burners, mantles, chimneys, globes, rods and regulating apparatus as well as lamp-posts, lanterns, cross-heads, lamp-irons and frames, when so ordered by the Com-

7982 missioner. Lamp-posts for gas lamps, when necessary, will be furnished to the Contractor through this Department by The City.

All the above for the term of one year in the Borough of The Bronx, to wit, the sum of Twenty-nine and 70/100 Dollars ($29.70/100) per lamp per year.

VI. For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, the sum of ..... Dollars ($.....).

VII. For repair of lamp-posts and erection of new lamp-posts—

(*a*) For each lamp-post straightened, the sum of ..... Dollars ($.....).

(*b*) For each column releaded, the sum of ..... Dollars ($.....).

(*c*) For each column recalked, the sum of ..... Dollars ($.....).

(*d*) For each column refitted, the sum of ..... Dollars ($.....).

(*e*) For each service pipe refitted the sum of ..... Dollars ($.....).

(*f*) For each stand pipe refitted the sum of ..... Dollars ($.....).

(*g*) For each lamp-post removed the sum of ..... Dollars ($.....).

(*h*) For each lamp-post reset the sum of ..... Dollars ($.....).

(*i*) For each new lamp-post used for gas lamps fitted up complete and erected with service and stand pipe and lantern, the sum of ..... Dollars ($.....).

VIII. For furnishing illuminating gas of not less than 20 candle power, when tested, as provided for gas to street lamps, including the service pipes from the gas mains to the building, and a
7983 proper meter for registering the gas, for the term of one year for each of the public buildings and offices in the Borough of Manhattan, the lighting of which is now, or hereafter may be, under the jurisdiction and control of the Department of Water Supply, Gas and Electricity, per 1,000 cubic feet at a pressure of not less than 1½ inches, in the sum of ..... Dollars ($.....).

IX. For furnishing, connecting and maintaining a pressure regulator, at the option of the Commissioner, controlling supply of gas from each meter which registers the total consumption of gas in any building under the jurisdiction and control of the Department. This gas pressure regulator shall maintain an even pressure of 1½ inches throughout the building as closely as can be obtained. The Contractor shall inspect and regulate same at least once a month, and shall perform all necessary acts in order to maintain same in such a condition that it shall efficiently regulate the supply of gas in the building. The regulator shall be inspected and tested, when required by the Commissioner, by the Engineer, and if found defective, shall be replaced, without further expense to The City, whenever such replacement is ordered by the Engineer.

Estimates may be given separately on the price for use of regulator for one year, and on the maintenance, as specified.

For furnishing and connecting regulators of an average capacity of about one and one-quarter inches, for the period of one year, in the Borough of.....the sum of.....Dollars ($.....).

For maintaining the above regulators for the period of one year, in the Borough of.....as specified, the sum of .....Dollars ($.....).

Subject to the general conditions of this contract bids on
7984 Section IX may be made independently of the other services and supplies called for. Bids may also be made on the entire contract excluding Section IX.

WELSBACH STREET LIGHTING COMPANY OF AMERICA, [SEAL.]

(Signed) By ARTHUR E. SHAW, [SEAL.]
President.

THE CITY AND STATE OF NEW YORK,
County of New York, ss:

Arthur E. Shaw, President, being duly sworn, says, that the several matters stated in the above estimate are in all respects true.

(Signed) ARTHUR E. SHAW. [SEAL.]

Subscribed and sworn to before me, this 15th day of March, A. D. 1904.

(Signed) THOS. G. JONES,
[SEAL.] *Notary Public, New York County.*

(Blanks for consent of Sureties and affidavits on next leaf.)

SURETIES' AGREEMENT.

In consideration of the premises, and of One Dollar to us and each of us in hand paid by The City of New York, the receipt whereof is hereby acknowledged—

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made be awarded to the person, persons or corporation making the same, we will, upon its being so awarded, become bound as his, their or its sureties for its faithful performance; and if the said person, persons or corporation shall omit or refuse to execute such contract, if so awarded, and give the proper security within five days after the written notice that the
7985 same is ready for execution, we will pay, without proof of notice or demand, to the said The City of New York, or its successors, any difference between the sum to which such persons or corporation would be entitled upon the completion of such contract, and the sum which The City of New York may be obliged to pay to the person, persons or corporation to whom the contract shall be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the SUPPLIES and WORK by which the bids are tested.

In Witness Whereof, we have hereunto set our hands, this 15th day of March, one thousand nine hundred and four.

THE CITY, TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA,
160 *Broadway, N. Y.*
A. P. KIERNAN, *Vice-President.*
P. H. MOONEY, *Ass't Secretary.*

The adequacy and sufficiency of the above-named sureties approved.

Dated this.....day of July 1st, 1904.

J. W. STEVENSON,
Deputy and Acting Comptroller.

41936.40 J. W. S.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named.....being duly sworn, says, that he is a householder or freeholder in The City of New York, and is worth the sum of.....Dollars ($.....) being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and*
7986 *otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this.....day of....., 1904.

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named.....being duly sworn, says, that he is a householder or freeholder in The City of New York, and is worth the sum of.....Dollars ($.....) being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this.....day of....., 1904.

——— ———,
Notary Public or Commissioner of Deeds.

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On this 15th day of March, A. D. 1904, before me personally appeared Adrian T. Kiernan, to me known, who, being by me duly sworn, did depose and say: That he resided in the City of New York; that he is Vice-President of The City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such cor-
7987 porate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by Section 3, Chapter 720, of the New York Session Laws of 1893.

And the said Adrian T. Kiernan further said, that he was acquainted with Patrick H. Mooney, and knew him to be the Assistant Secretary of said corporation; that the signature of said Patrick H. Mooney subscribed to the said instrument is in the genuine handwriting of said Patrick H. Mooney and was therefore subscribed by

like order of said Board of Directors in and in the presence of him, the said Adrian T. Kiernan, Vice-President.

MAY L. O'REILLY,
Commissioner of Deeds, New York City.

STATEMENT OF

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA.

Incorporated 1886.

On the Thirty-first Day of December, 1903.

Assets.

Cash on Hand	$83,724.36	
Cash in Banks	213,938.39	
Call Loans upon Collaterals	1,324,916.56	
Time Loans upon Collaterals	37,050.00	
Loans upon Bonds and Mortgages	33,000.00	
Investment Securities Owned, Stocks, Bonds, etc.	353,170.50	
Real Estate, Furniture and Fixtures	521,185.08	
Miscellaneous Assets	481,522.46	
Total		$3,048,507.35

7988 *Liabilities.*

Capital Stock (Fully Paid)	$500,000.00	
Surplus Fund	150,000.00	
Re-Insurance Reserve	113,306.00	
Undivided Profits	53,219.59	
		$816,525.59
Deposits		2,215,087.76
Miscellaneous Liabilities		16,894.00
Total		$3,048,507.35

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

Patrick H. Mooney, being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the Company, on December 31, 1903.

(Signed) P. H. MOONEY.

Sworn to and subscribed before me, this 15th day of May, A. D. 1904.

(Signed) MAY L. O'REILLY,
Commissioner of Deeds, New York City.

Endorsed: The City of New York—Department of Water Supply, Gas and Electricity.—Bid or Estimate.—For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps, when required), and for making certain Repairs to Lamp Posts, and for furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of The Bronx, in The City of New York for the term of one year from March 16th, 1904, to March 15th, 1905. New York, 3/15, 1904. Welsbach Street Lighting Company of America, Estimator.

7989 CITY'S EXHIBIT 5*a*.

Name of Bidder—Welsbach Street Lighting Co. of America.
Address—33 Nassau Street.

THE CITY OF NEW YORK,

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY,

BOROUGH OF THE BRONX.

1904.

PROPOSALS FOR BIDS OR ESTIMATES FOR GAS AND NAPHTHA LAMPS, ETC.

1. Sealed Bids on Estimates will be received at the office of the Department of Water Supply, Gas and Electricity, Room 1536, No. 21 Park Row, in the City of New York, until 2 o'clock P. M. on Wednesday, March 16th, 1904.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), and for Making Certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved System of Lighting Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of The Bronx, in The City of New York, for the term of one year from March 16, 1904, to March 15, 1905.

7990 2. The amount of security required is TWENTY-FIVE (25) PER CENTUM of the total amount of bid or estimate.

3. In the Borough of The Bronx, the total number of ordinary gas-lamps now burning is about 5,648; the total number of Welsbach gas-lamps now burning is about.....; the total number of Welsbach naphtha lamps is about 100; the total number of ordinary

naphtha lamps now burning is about 1,332; but the Commissioner of Water Supply, Gas and Electricity reserves the right to designate the location and number of the lamps of each kind as to districts, streets, avenues, piers, parks and public places or parts thereof. Bidders must satisfy themselves by a personal examination of the number and kind of lamps required in each Borough, as numbers given above must be taken only as a close approximation of the number of lamps that may be required.

4. The person or persons making an estimate shall furnish the same in a sealed envelope, indorsed with the title given above, of the work for which the estimate is made, with his or their name or names and the date of presentation to the head of the Department, at the said office, on or before the date and hour above named, at which time and place the estimates received will be publicly opened by the head of the Department and read, and the award of the contract made according to law as soon thereafter as practicable.

5. Bidders are required to state in their estimates the districts or several streets, avenues, piers, parks and places, or parts of streets, avenues, piers, parks and places in which they propose to perform the requirements herein contained, and also the illuminating or candle power of the gas they propose to furnish, when tested
7991 at a distance of not less than one mile from the place of manufacture; and bidders proposing to furnish any illuminating material other than illuminating or coal gas, must state distinctly what kind of grade and material they propose to furnish, and the illuminating power of the light they propose to furnish. When the term "illuminating material other than gas" is used in these proposals or the annexed contract and specifications, it shall mean either naphtha or gasolene.

6. Bidders will state in their bids or estimates a price per lamp per year for furnishing gas or illuminating material other than gas to the public lamps in the Borough of The Bronx, and for other fixtures or appliances or illuminating material for each lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting lamp-posts and lanterns, and replacing the cocks, tubes, burners, crossheads, lamp-posts, lamp-irons and lanterns thereto, for the term of one year; stating the price, for the above-named term of one year, for each lamp. The burners for open flame or mantle gas lamps will be of such a kind and construction that they will burn three cubic feet of gas per hour under a pressure of not less than 1½ inches. The gas furnished shall have an illuminating power of not less than 20 candles when tested by photometric test at a distance of not less than one mile from the place of manufacture, and bidders will state the price per lamp per year for gas of the illuminating power, and in the quantity and at the pressure specified. Bidders shall also state the cost per year per lamp for gas supplied to a burner consuming four cubic feet of gas per hour, and the price for a burner consuming five cubic feet of gas per hour. If open flame and mantle lamps shall use illuminating material other than gas, then the burners to be used for such illuminating material

will be of such kind and construction that they will give a
7992 light (by photometric test) equal to the light given by the three foot open flame or mantle gas-burners of similar type as used in the public lamps in The City of New York, furnished with 20-candle power gas. Bidders are required to state in their estimates the kind, grade and cost of such illuminant furnished in the receptacles for same on the lamps for one year for each lamp at each lamp.

7. A price for furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illuminating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, crossheads, lamp-posts, lamp-irons and lanterns thereto, for the afore-mentioned period of one year.

7. (*a*) A price for furnishing, maintaining and putting in place all the above-mentioned items, except the cost of illuminating material, for a period of one year.

7. (*b*) Bidders will state in their bids or estimates a price per thousand cubic feet of gas of not less than 20 candle power for all or any of the public buildings or offices in the Borough of The Bronx, the lighting of which is now, or hereafter may be, under the jurisdiction and control of the Department of Water Supply, Gas and Electricity. This price will include the service pipes from the gas mains to the building and a proper meter for registering the consumption of gas. A bid may also be made on the regulators for governing the supply of gas in buildings in each borough.

8. Bidders will state in their bids a price for the repair of lamp-posts, including straightening and releading, and for each
7993 new lamp-posts fitted up, as follows:

(*a*) For each lamp-post straightened, stating the price per post.

(*b*) For each column releaded, stating the price per post.

(*c*) For each column recalked, stating the price per post.

(*d*) For each column refitted, stating the price per post.

(*e*) For each service pipe refitted, stating the price per post.

(*f*) For each stand pipe refitted, stating the price per post.

(*g*) For each lamp-post removed, stating the price per post.

(*h*) For each lamp-post reset, stating the price per post.

(*i*) For each new lamp-post used for gas-lamps fitted up complete and erected with service and stand-pipe, including lanterns stating the price per post.

9. The right is reserved to the Commissioner to determine and designate in any locality, at any time after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the term of this contract; also, upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon; also to decline all estimates for any particular locality, or all localities if deemed for the best interests of The City.

10. Should any alteration or any attachment be required to any

portion of the lamps for which estimates are made in conse-
7994 quence of the use of illuminating material other than gas, then such alteration shall be done and such attachment placed on the posts, without expense to The City.

11. If the estimate of any bidder shall include any lamp-posts with which the pipes or conductors of such bidder are not connected at the time of the making of the bid, and a contract for furnishing the illuminating material for any such lamp-posts shall be awarded to such bidder, in that case, THIRTY DAYS from the date of the execution of such contract, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner, shall be allowed to such bidder in which to connect such pipes or conductors with such lamp-posts, and all such connections shall be made by the Contractor without expense to The City.

12. No payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of such bidder, nor except for the time during which all the requirements in this proposal and in the contract, including specifications, which shall be awarded and entered into under this proposal, shall have been fully performed.

13. The number, kind and location of lights to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner.

14. No bid will be entertained unless the Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the contract.

15. The award of any and all contracts under this proposal and all contracts entered into in pursuance of said proposal will
7995 be subject and subordinate to the rights of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon the City of New York.

16. The number of hours the gas or naphtha lamps are to be kept burning during the contract is 3,925, and in leap year, 11 hours and 55 minutes additional for February 29.

17. Bidders will *write out* the total amount of their estimates in addition to inserting the same *in figures*.

18. The Commissioner reserves the right to reject any or all bids or estimates if the Board of Estimate and Apportionment shall determine it is for the public interest of The City so to do.

19. Each bid or estimate shall contain the name and place of residence of the person making the same, the names of all persons interested with him therein, and if no other person be so interested it shall distinctly state that fact; also that it is made without any connection with any other person making an estimate for the same purpose, and is in all respects fair, and without collusion or fraud; and that no member of the board of aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of The City of New York, is, shall be, or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, work

or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party making the estimate that the several matters stated therein are in all respects true; or, if the bidder is a corporation, by the oath, in writing, of an officer of such corporation, with knowledge
7996 of the facts and having authority to make such sworn statement.

20. Each bid or estimate shall be accompanied by the consent, in writing, of two householders and freeholders in The City of New York, or of a guaranty or surety company, duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

21. No bid or estimate will be considered unless accompanied by money or a certified check draw- on a National or State bank located in The City of New York to the order of the Comptroller, to the amount of five per centum of the amount of the bond required, as provided in section 420 of The Greater New York Charter.

22. For particulars as to the repairs or the quantity or quality of the supplies, or the nature and extent of the work, reference must be made to the specifications on file in the Department.

23. Bidders are requested to make their bids or estimates upon the blank form prepared by the Commissioner, a copy of which, with the proper envelope in which to enclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefor at the office of the Commissioner of Water Supply, Gas and Electricity, Room 1536, No. 21 Park Row, The City of New York.

The City of New York, March 3rd, 1904.

JOHN T. OAKLEY,
Commissioner of Water Supply, Gas and Electricity.

7997 Whereas, a contract was executed July 1st, 1904, between the Welsbach Street Lighting Company of America and John T. Oakley, as Commissioner of Water Supply, Gas and Electricity of the City of New York, for lighting streets, avenues, piers, parks and public places in the Borough of The Bronx, in the City of New York, for a term of one year, from March 16, 1904, to March 15, 1905, upon which The City Trust, Safe Deposit and Surety Company of Philadelphia is surety, and

Whereas, the assent of the said Surety Company is desired to the assignment of the said contract to the Consolidated Gas Company of New York;

Now Therefore, the said The City Trust, Safe Deposit and Surety Company of Philadelphia does hereby assent to the said Assignment, and agree that its liability on the said contract for whatever may be done thereunder shall in no way be affected by the said assignment.

City of New York, July 1, 1904.

(Signed) THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA, 160 *Broadway, N. Y.*

(Signed) STEPHEN FARRELLY, *Vice-President.*
R. M. STONE, *Asst. Secretary.*

STATE OF NEW YORK, *County of New York, ss:*

On this first day of July, 1904, before me personally appeared Stephen Farrelly, to me known, who, being by me duly sworn, did depose and say that he resided in the City of New York, that he is a Vice-president of the City Trust, Safe Deposit and Surety
7998 Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the said Stephen Farrelly further sayeth that he was acquainted with said Ross M. Stone and knew him to be the Asst. Secretary of said corporation; that the signature of said Ross M. Stone subscribed to the said instrument is in the genuine handwriting of said Ross M. Stone and was thereto subscribed by like order of said Board of Directors and in the presence of him, the said Stephen Farrelly, Vice-President.

(Signed) WM. JARDINI,
Notary Public, No. 16, Kings County.

Certificate filed in New York County.

CITY'S EXHIBIT 5*b*.

NEW YORK, *July 1st,* 1904.

Mr. John T. Oakley, Commissioner W. S., G. & Electricity, City of New York.

DEAR SIR:

In consideration of your giving consent to the transfer of the contract of the Welsbach Street Lighting Company of America for the lighting of the Bronx with incandescent gas mantle lamps under bids asked for by you for the year 1904-5, we agree to carry
7999 out the said contract as required by the specification, and further that the price for said lamps shall not be charged for at the rate of $29.70 named by the said Welsbach Street Lighting Company, but at the rate as specified in our bid for similar lights in Manhattan. The number of lamps to be arrived at by combining all such lamps in Manhattan and the Bronx on the following schedule, to wit:

		If less	than	10,000,	$28.75	each	lamp.
If	over	10,000	"	"	15,000,	27.75	"	"
"	"	15,000	"	"	20,000,	26.75	"	"
"	"	20,000	"	"	25,000,	25.75	"	"
"	"	25,000				24.75	"	"

But if a single order is given for 22,500 lamps, $24.75 for each lamp. This price is what it was intended the City was to have had

when bid was originally made by this Company, and the number and price in our bid was intended to have covered both the Boroughs of Manhattan and Bronx, as you were then informed.

CONSOLIDATED GAS COMPANY OF NEW YORK,

(Signed) By W. R. ADDICKS, *Vice-President.*
(Signed) R. A. CARTER, *Sec.*

[SEAL.]

Attest:

R. A. CARTER, *Sec.*

STATE OF NEW YORK, *County of New York, ss:*

On this 1st day of July, 1904, before me personally came W. R. Addicks, to me known and known to me to be the Vice-
8000 President of the Consolidated Gas Company of New York, and Robert A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Company of New York, who, being by me severally duly sworn, did depose and say, each for himself, as follows: The said W. R. Addicks, that he resides in the City of New York, that he is the Vice-President of the said Company; and said Robert A. Carter, that he resides in the City of New York, and that he is the Secretary of said Company, the Company described in and which executed the above instrument; that he knows the seal of said Company, and that the seal affixed to the said instrument is such corporate seal, and that it was so affixed by authority of the Board of Directors of said Company, and by like authority he so signed his name and official designation.

(Signed) ROBERT J. McKEON,
Commissioner of Deeds, New York City.

For and in consideration of the sum of one dollar and other consideration, the receipt of which we acknowledge, we hereby assign, transfer and set over, unto the Consolidated Gas Company of New York, all our right, title and interest in and to a certain contract awarded to us this day for furnishing incandescent mantle gas lamps complete with illuminant, in the Borough of the Bronx, City of New York, under and in accordance with our bid for said incandescent mantle gas lamps, submitted to the commissioner on March 16, 1904; and we hereby further authorize and empower the said Consolidated Gas Company of New York, to perform any and all acts necessary to carry out the terms of said contract. And we do hereby further agree to execute any other papers necessary to give this assignment full force and effect.

8001 IN WITNESS WHEREOF, the Welsbach Street Lighting

Company of America has executed this assignment this first day of July, A. D. nineteen hundred and four (1904).

WELSBACH STREET LIGHTING COMPANY OF AMERICA,
(Signed) By SAMUEL H. HOEY, *Ass't Secretary.*

[SEAL.]

Attest:

SAMUEL H. HOEY,
Ass't Secretary,
By ARTHUR E. SHAW, *President.*

Approved as to form.

G. L. STERLING,
Acting Corporation Counsel.

STATE OF NEW YORK, *County of New York, ss:*

On this 1st day of July, 1904, before me personally came Arthur E. Shaw, to me known and known to me to be the President of the Welsbach Street Lighting Company of America, and Samuel H. Hoey, to me known and known to me to be the Assistant Secretary of the Welsbach Street Lighting Company of America, who, being by me severally duly sworn, did depose and say, each for himself, as follows: The said Arthur E. Shaw, that he resides in Philadelphia, in the State of Pennsylvania; that he is the President of the said Company; and said Samuel H. Hoey, that he resides in the City of New York and he is the Assistant Secretary of the said Company, the Company described in, and who executed the above instrument; that he knew the seal of the said company; and that the seal
8002 affixed to the said instrument was such corporate seal, and that it was so affixed by authority of the Board of Directors of said Company, and by like authority he so signed his name and official designation.

(Signed) ROBERT J. McKEON,
Commissioner of Deeds, New York.

CITY'S EXHIBIT 5*c*.

A contract having been entered into this day between the Welsbach Street Lighting Company of America and myself, as Commissioner of Water Supply, Gas and Electricity of the City of New York, for lighting streets, avenues, piers, parks and public places in the Borough of The Bronx, City of New York, for a term of one year, from March 16, 1904, to March 15, 1905, and the said Company being willing to assign and having assigned the said contract to the Consolidated Gas Company of New York, in accordance with certain papers and correspondence executed this day, I, John T. Oakley, Commissioner of Water Supply, Gas and Electricity of the

City of New York, pursuant to the statutes in such cases made and provided, do hereby assent to the assignment aforesaid.

(Signed) JNO. T. OAKLEY,
Commissioner of Water Supply, Gas and Electricity.

City of New York, July 1, 1904.

8003 CITY OF NEW YORK,

DEPARTMENT OF FINANCE.

COMPTROLLER'S OFFICE.

Edward M. Grout, Comptroller.

JULY 6, 1904.

Hon. John T. Oakley, Commissioner of Water, Gas and Electricity.

SIR:

Please note that the Comptroller's certificate has been endorsed upon July 1, 1904, contract of Welsbach Street L. Co. of America for lighting Bronx, this date, and it is now a valid contract.

By order of the Comptroller.

(Signed) J. W. STEVENSON,
Deputy Comptroller.

In replying Refer to Contracts.

8004 CITY'S EXHIBIT 5D.

THE CITY OF NEW YORK,

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY,

BOROUGH OF THE BRONX.

CONTRACT AND SPECIFICATIONS.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), and for making certain Repairs to Lamp-posts, and for furnishing Burners and Appliances of Improved System of Lighting Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of The Bronx, in The City of New York, for the term of one year, from March 16th, 1904, to March 15th, 1905, per specifications herein contained or hereto attached.

THIS AGREEMENT, made and entered into this 1st day of July, in the year one thousand nine hundred and four by and between The City of New York, by the Commissioner of Water Sup-

ply, Gas and Electricity, party of the first part, and the Welsbach Street Lighting Co. of America, No. 33 Nassau Street, New York, Contractor, party of the second part, pursuant to the provisions of the Greater New York Charter.

WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, have mutually agreed, and hereby mutually agree,
8005 the party of the first part for itself and its successors, and the party of the second part for itself and its successors, as follows:

(*A*) Wherever in this contract the words "The City," or "The Commissioner," or a pronoun in the place of either of them is used, they shall mean and intend the party of the first part or the Commissioner of Water Supply, Gas and Electricity of The City of New York; wherever the words "Borough President" are used in this contract, they shall mean and intend the President of the Borough above mentioned; wherever in this contract the words "the Department," or a pronoun in the place of them is used they shall mean and intend the Department of Water Supply, Gas and Electricity in The City of New York.

(*B*) Wherever in this contract the word "Contractor," or a pronoun in the place of it is used, the same shall mean and intend the party of the second part to this agreement.

(*C*) Wherever the word "Engineer" is used in this contract, it shall mean and be taken to mean and intend the Engineer of the Bureau of Lamps and Gas of the Department, or the Engineer, or other person or official, in charge of the Lighting Bureau in the borough for which this contract is made, acting either directly or through any Assistant or Inspector duly appointed or designated therefor, pursuant to The Greater New York Charter as amended, by the Engineer or either of the Engineers, to inspect, test, examine and accept the supplies of gas or other illuminating material, repairs or supplies, which are the subject of this contract, limited by the particular duties intrusted to him.

(*D*) The Contractor will furnish and deliver to the party
8006 of the first part, at the Contractor's own cost and expense, at the times and places and in the manner, and under the conditions herein specified, gas or other illuminating material for, and light, extinguish, clean, repair and maintain the public lamps (and supply gas, etc., for new lamps when required), and make certain repairs to lamp-posts, and furnish burners and appliances of improved system of lighting on the streets, public buildings, avenues, piers, parks and public places in the Borough of The Bronx, in The City of New York, for the term of one year from March 16th, 1904, to March 15th, 1905, and will accept as full compensation therefor the sum or price hereinafter named, which sums or prices are the amounts at which this contract was awarded to the Contractor at the public letting thereof. The said specifications, the proposal for bids or estimates, the bid or estimate and the bond required are and shall be a part of this contract.

(*E*) The Contractor will not ask, demand, sue for or recover for

any supplies delivered, repairs made, illuminating material furnished, or work performed under this contract, any extra compensation beyond the amounts payable for the several classes of work and supplies herein enumerated, which shall be actually supplied at the price therefor, herein agreed upon and fixed.

(*F*) The Engineer shall inspect and test or have tested the gas or other illuminating material, lamps, meters, regulators, repairs and supplies furnished, and see that the same strictly correspond with the specifications hereinafter set forth, and the Engineer is hereby authorized and empowered to reject any of the said gas or other illuminating material, lamp posts, lamps, meters, regulators,
repairs and supplies offered under this contract, for the rea-
8007 son that the same do not comply in quality or quantity or
pressure, or time or place of maintenance, with the specifications herein contained or hereto annexed.

(*G*) Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such assistant or other person as shall be designated by the Commissioner shall perform all the duties and be vested with all the power herein given to the Engineer.

(*H*) To prevent all disputes and litigations, the Engineer shall, in all cases, determine the amount, quantity and quality of the supplies, illuminating material, and work, which are to be paid for under this contract, and he shall determine all questions in relation to said gas or other illuminating material, repairs and supplies, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of the Contractor, and his estimate and decision shall be final and conclusive.

(*I*) Any doubt as to the meaning of the contract, including the specifications, or any obscurity as to the wording of them, will be explained by the Engineer, and all directions and explanations required, alluded to, or necessary to complete any of the provisions of these specifications, and give them due effect, will be given by the Engineer.

(*J*) The Contractor shall commence the delivery of the lamps and other apparatus called for by this contract, and the furnishing of the illuminant required, and the lighting of the lamps, as soon as he shall be ordered so to do by the Commissioner; he will carry on such contract as required from time to time, with such force and in
such manner and order, and at such times and seasons, as may
8008 be directed by the Commissioner, and that he will fully and
entirely perform this contract on his part on or before the thirt ..... day of.....190....

(*K*) In case any lamp shall fail to burn continuously throughout each and every night, during the term of this contract, during the hours specified in the time-table hereto annexed, or such hours as the Commissioner may from time to time prescribe, and such failure shall not be due to any act or omission of The City, its officers, agents or employees, the Contractor shall and will pay to The City a sum of money equal to one three hundred and sixty-fifth (1/365) of the contract price of such lamp per annum for each and every night

or part thereof that such failure shall continue, which said sum, in view of the difficulty of ascertaining the loss which The City will suffer by reason of such failure, is hereby agreed, fixed and determined by the parties hereto, as the liquidated damages that The City will suffer by reason of such failure, and not as a penalty, and the City shall and may deduct and retain the amount of such liquidated damages out of any moneys which may be due or become due to the Contractor under this agreement.

(*L*) Neither an extension of time, for any reason, beyond the date fixed for the delivery of supply of gas, or other illuminating material, lamps, repairs and supplies, nor the delivery and acceptance of any said delivery of supply of gas, repairs and supplies, called for by this contract, shall be deemed to be a waiver by the Commissioner of the right to abrogate this contract for abandonment or delay in the manner herein provided.

(*M*) The Contractor will employ only competent, skilful and faithful men to do the work, and he further agrees that
8009 whenever the Commissioner shall inform him in writing that any man engaged in the work is, in his opinion, incompetent or unfaithful, he will discharge him from the work and will not again employ him upon the work.

(*N*) The Contractor shall receive the following prices as full compensation for furnishing and maintaining the lights, lamps, apparatus and accessories, and performing the services herein provided to be performed by the Contractor, viz.:

I. For furnishing the aforesaid illuminating material for each lamp, for burners consuming three cubic feet of gas, of 20 candlepower per hour, including the lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-posts, lamp-irons and lanterns thereto, for the aforementioned period of one year, in the sum of ..... Dollars ($.....).

II. and III. For furnishing the aforesaid illuminating gas for each lamp, at each lamp, as directed and specified, for burners consuming 4 or 5 cubic feet, as may be selected, for the above-mentioned period of one year, the sum of ..... Dollars ($.....).

IV. For furnishing illuminating material other than gas for each lamp at each lamp, and of the kind and grade as stated in the bid, as directed and specified, ... of ..... and also operating and maintaining the lamp, including illuminant. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns, lamp posts, and replacing cocks, tubes, burners, cross-heads, lamp-posts, lamp-irons, frames and lanterns, when so ordered by the Com-
8010 missioner. All the above for the term of one year, in the Borough of The Bronx, to wit, the sum of ..... Dollars ($.....), per lamp per year.

V. For furnishing lanterns with improved burner appliances and incandescent mantle for gas or naphtha burners, to produce a light of not less than sixty (60) candle power each, including the illumi-

nating material for each lamp, maintenance, lighting, extinguishing, cleaning, repairing, reglazing, painting, replacing cocks, tubes, burners, cross-heads, lamp-irons, lamp-posts and lanterns thereto, for the afore-mentioned period of one year, the sum of Twenty-nine and 70/100 Dollars ($29 70/100).

VI. For furnishing, maintaining and putting in place all the above-mentioned items, excepting the cost of illuminating material, for a period of one year, the sum of ..... Dollars ($.....).

VII. For repair of lamp-posts and erection of new lamp-posts:

(*a*) For each lamp-post straightened, the sum of ..... Dollars ($.....).

(*b*) For each column releaded, the sum of ..... Dollars ($.....).

(*c*) For each column recalked, the sum of ..... Dollars ($.....).

(*d*) For each column refitted, the sum of.....Dollars ($.....).

(*e*) For each service-pipe refitted, the sum of ..... Dollars ($.....).

8011 (*f*) For each stand-pipe refitted, the sum of .... Dollars ($.....).

(*g*) For each lamp-post removed, the sum of ..... Dollars ($.....).

(*h*) For each lamp-post reset, the sum of ..... Dollars ($.....).

(*i*) For each new lamp-post used for gas lamps fitted up complete and erected with service and stand-pipe and lantern, the sum of ..... ($.....).

VIII. For furnishing illuminating gas for lighting of not less than 20 candle power, including the service-pipes from the gas-mains to the building, and a proper meter for registering the gas, for the term of one year, for all or any of the public buildings and offices in the Borough of ....., the lighting of which is now, or hereafter may be, under the jurisdiction and control of the Department of Water Supply, Gas and Electricity, per 1,000 cubic feet, at a pressure of not less than 1½ inches, in the sum of ..... Dollars ($.....).

IX. For furnishing and maintaining a pressure regulator, at the option of the Commissioner, controlling supply of gas from each meter which registers the total consumption of gas in any building under the jurisdicton and control of the Department. This gas pressure regulator shall maintain an even pressure of 1½ inches throughout the building as closely as can be obtained. The Contractor shall inspect and regulate same at least once a month, and shall perform all necessary acts in order to maintain same in
8012 such a condition that it shall efficiently regulate the supply of gas in the building. The regulator shall be inspected and tested when required by the Commissioner, by the Engineer, and if found defective, shall be replaced, without further expense to the City, whenever such replacement is ordered by the Engineer.

Estimates may be given separately on the price for use of regulator for one year and on the maintenance, as specified.

For furnishing ..... regulators of an average capacity of about one and one-quarter inches for the period of one year, in the Borough of ..... the sum of ..... Dollars ($.....).

For maintaining the above regulators for the period of one year, in the Borough of ..... as specified, the sum of ..... Dollars ($.....).

(*O*) No payment will be made or allowed on account of supply of illuminating materials, repairs and supplies to any lamp, except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

(*P*) In case the Contractor shall be unable at any time during the continuance of this contract to supply illuminating material to, or light any of the lamps specified in this agreement, then the Contractor shall give immediate notice to the Commissioner of his inability to furnish illuminating material to, or to light such lamps, stating the streets in which the supply of illuminating material to the lamps cannot be furnished and the cause thereof. And in case the use of any of the lamps shall be suspended or discontinued, and other lamps shall be used in consequence of such suspension
8013 or discontinuance, then the gas or other lamps which may have been suspended, or discontinued, shall not be supplied with illuminating material except pursuant to an order for such supply by the Commissioner.

(*Q*) The Contractor shall indemnify and save harmless The City, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, including suits based on or arising out of the alleged infringement of any patent or patent right, and against, and from all damages and costs to which they or any of them may be put by reason of any such alleged infringement or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under this contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of the Contractor or his agents or servants. So much of the moneys due to the Contractor under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner, shall or may be retained by The City, until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of the Commissioner.

(*R*) In case the Contractor shall fail or neglect to keep the covenants herein contained, or any of them, or neglect to operate, repair, paint, clean or fit up the lamps as before mentioned, or any of them, the Commissioner may and shall have the power to cause such

work to be performed by other parties, and to deduct the expense thereof, from any moneys which may be due or may become due to the Contractor, and to hold the Contractor and his sureties,
8014 liable for the amount thereof, which may be in excess of the prices stipulated in this agreement; and in case such expense is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, he shall forfeit all claim to the difference.

(*S*) If the Contractor shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case the Commissioner may and shall have the power, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

(*T*) On or after the first day of each and every month during the term of this contract, the Contractor shall furnish proof to the satisfaction of the Commissioner that it has fully performed and fulfilled this contract in all the particulars and conditions aforesaid during the preceding month, and particularly that it has furnished the illuminating material of the quality hereinbefore specified, and that all the lanterns have been cleaned three times in each week of said month, and also that the gas burners have consumed..... cubic feet of gas each per hour, as required by this contract, during all the time that the lamps were required to be kept lighted, and also proof to the satisfaction of the Commissioner as to all extinguishments of lamps, including the location of each lamp extinguished, the date and length of extinguishment in each case, whereupon the Commissioner shall certify the fact, and in his certificate state
8015 the amount to which the Contractor shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the Contractor therefor the sum to which he shall be so entitled; and without such certificate and requisition the Contractor shall not be or become entitled to any payment under and in respect to the terms of this contract, or for the light, lamps and accessories or in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of The City, he shall, within thirty days thereafter, pay to the Contractor the amount thereof in lawful money.

(*U*) The City shall not, nor shall any department or officer thereof be precluded or estopped by any return or certificate made or given by the Commissioner, any Engineer or other officer, agent or appointee of The City under any provision of this agreement from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or

certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and The City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

8016 (*V*) This contract shall not be binding or of any force unless the Comptroller of The City shall indorse hereon his certificate that there remains unexpended or unapplied, as provided in The Greater New York Charter, a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this contract, as certified by the officers making the same.

(*W*) The residence or place of business given in the bid or estimate upon which this contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above-named place, or deposited in a post-paid wrapper in any post-office box regularly maintained by the post-office shall be deemed sufficient service thereof upon the Contractor. The place named may be changed at any time by an instrument, in writing, executed and acknowledged by the Contractor and delivered to the Commissioner. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, letter or other communication upon the Contractor personally.

(*X*) This contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York, and which the law requires shall be defrayed and answered unto by The City.

(*Y*) The Contractor will give his personal attention constantly to the faithful prosecution of the work; he will not assign, transfer, convey, sublet or otherwise dispose of this contract, or his
8017 right, title or interest in or to the same or any part hereof, without the previous consent in writing of the Commissioner indorsed hereon or hereto attached; and he will not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or of his right, title or interest therein, or any of the moneys to become due under this contract, to any other person, company or other corporation, this contract may, at the option of the

Commissioner, be revoked and annulled and The City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the statutes of the State of New York; and no right under this contract, or to any money to become due hereunder shall be asserted against The City in law or in equity, by reason of any so-called assignment of this contract, or any part thereof, or of any moneys to grow due hereunder, unless authorized as aforesaid by the written consent of the Commissioner.

IN WITNESS WHEREOF, The Commissioner of Water Supply, Gas and Electricity, has hereunto set his hand and seal on behalf of The City, and the Contractor has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and the parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner, one other to be filed with the Comptroller of The City, and the third to be delivered to
8018 the Contractor, the day and date herein first above written.

JNO. T. OAKLEY, [L. S.]
Commissioner of Water Supply, Gas and Electricity.

WELSBACH STREET LIGHTING CO.
OF AMERICA,
By ARTHUR E. SHAW, *President.* [SEAL.]
SAMUEL H. HOEY,
Ass't Secretary.

Attest:
SAMUEL H. HOEY,
Ass't Secretary.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

On this 1st day of July, 1904, before me personally came John T. Oakley, to me known and known to me to be the Commissioner of Water Supply, Gas and Electricity, the person described herein and who executed the foregoing instrument, and he acknowledged to me that he executed the same as such Commissioner for the purposes therein mentioned.

ROBERT J. McKEON,
Commissioner of Deeds, City of New York.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

On this 1st day of July, 1904, before me personally came Arthur E. Shaw, to me known and known to me to be the President of the Welbach Street Lighting Co. of America, and Samuel H. Hoey, to me known and known to me to be the Assistant Secretary of the Welsbach Street Lighting Co. of America, who, being by me
8019 severally duly sworn, did depose and say, each for himself, as follows: The said Arthur E. Shaw, that he resided in Phila-

delphia, Pa.; that he is the President of said Company; and the said Samuel H. Hoey, that he resided in the City of New York; that he is the Assistant Secretary of said Company, the Company described in and who executed the above instrument; that he knew the seal of said Company; that the seal affixed to the said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that by like order he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, the City of New York.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

On this .....day of .....1904, before me personally came .....
.....
to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

KNOW ALL MEN BY THESE PRESENTS, That We, the City Trust, Safe Deposit and Surety Co. of Philadelphia, and the Welsbach Street Lighting Co. of America of the City of New York, are held and firmly bound unto The City of New York, in the sum of $41,936 40/100 Dollars, lawful money of the United States
8020 of America, to be paid to The City of New York, or to its certain attorneys, successors or assigns, for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 1st day of July, one thousand nine hundred and four.

WHEREAS, The above bounden Welsbach Street Lighting Co. of America, by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the Illuminating Material, Repairs and Supplies to the Public Lamps of The City of New York, as in said contract will more fully and at large appear:

NOW, THEREFORE, The condition of the above obligation is such, that if the said Welsbach Street Lighting Co. of America, its successors or assigns, shall indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them, or any of them, including suits and actions based on, or arising out of the alleged infringement of any patent or patent rights, and against and from all damages and costs to which they, or any of them, may be put by reason of any such alleged infringement, or by reason of injury to the person or property of another, resulting

from negligence or carelessness in the performance of the work to be done under said contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of the said
8021 Welsbach Street Lighting Co. of America, its agents or servants, and if the said Welsbach Street Lighting Co. of America, or its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe, and keep the said contract, and each and every of the covenants, provisions, conditions and terms in said contract contained, or to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

WELSBACH STREET LIGHTING CO. OF AMERICA,
By ARTHUR E. SHAW, *President.* [L. S.]
SAMUEL H. HOEY, *Asst. Sec'y.* [L. S.]
THE CITY TRUST, SAFE DEPOSIT AND SURETY CO. OF PHILADELPHIA, 160 *Broadway, N. Y.*
STEPHEN FARRELLY, *Vice-President.*
R. M. STONE, *Asst. Secretary.* [SEAL.]

Attest:

SAMUEL H. HOEY, *Ass't Sec'y.*
[SEAL.]

STATE, CITY AND COUNTY OF NEW YORK, *ss:*

On this 1st day of July, A. D. 1904, before me personally appeared, Stephen Farrelly, to me known, who, being by me duly sworn, did depose and say: That he resided in the City of New York; that he is the Vice-President of the City Trust, Safe Deposit and Surety Company of Philadelphia, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such
8022 corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets, as ascertained in the manner provided by Section 3, Chapter 720, of the New York Session Laws of 1893.

And the said Stephen Farrelly further said, That he was acquainted with Ross M. Stone, and knew him to be the Assistant Secretary of said corporation; that the signature of said Ross M. Stone, subscribed to the said instrument, is in the genuine handwriting of said Ross M. Stone, and was thereto subscribed by like order of said Board of Directors and in the presence of him, the said Stephen Farrelly, Vice-President.

(Signed.) WM. JARDONI,
Notary Public Kings County, No. 16.

Certificate filed in New York County.
344—396

8023 STATEMENT OF

THE CITY TRUST, SAFE DEPOSIT AND SURETY COMPANY OF PHILADELPHIA.

Incorporated 1886.

On the Thirty-first Day of December, 1903.

ASSETS.

Cash on Hand	$83,724.36	
Cash in Banks	213,938.39	
Call Loans upon Collaterals	1,324,916.56	
Time Loans upon Collaterals	37,050.00	
Loans upon Bonds and Mortgages	33,000.00	
Investment Securities Owned, Stocks, Bonds, etc.	353,170.50	
Real Estate, Furniture and Fixtures	521,185.08	
Miscellaneous Assets	481,522.46	
Total		$3,048,507.35

LIABILITIES.

Capital Stock (fully paid)	$500,000.00	
Surplus Fund	150,000.00	
Re-Insurance Reserve	113,306.00	
Undivided Profits	53,219.59	
		$816,525.59
Deposits		$2,215,087.76
Miscellaneous Liabilities		16,894.00
Total		$3,048,507.35

8024 STATE, CITY AND COUNTY OF NEW YORK, *ss:*

....., being duly sworn, says that he is Assistant Secretary of The City Trust, Safe Deposit and Surety Company of Philadelphia, and that the above is a correct statement of the financial condition of the Company, on December 31, 1903.

(Signed) W. M. STONE.

Sworn to and subscribed before me, this 1st day of July, A. D. 1904.

WM. JARDONI,
Notary Public No. 16.

Certificate filed in New York County.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

On this.....day of....., 1904, before me personally came .....
.....
.....
to me known and known to me to be the persons described in and who executed the foregoing bond and they severally acknowledged to me that they executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of New York, ss:*

On this 1st day of July, 1904, before me personally came Arthur E. Shaw, to me known and known to me to be the President
8025 of the Welsbach St. Lighting Co. of America, and Samuel H. Hoey, to me known and known to me to be the Assistant Secretary of the Welsbach St. Lighting Co. of America, being by me severally duly sworn, did say, each for himself, as follows: The said Arthur E. Shaw, that he was President of said Company, and the said Samuel H. Hoey, that he was Assistant Secretary of said Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that, by like order, he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, The City of New York.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ... of said City, being duly sworn, do depose and say that I am a ..... holder in The City of New York, and reside at Number.....
Borough of ..... in said City, and that I am worth the sum of.....
Dollars, being the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

Subscribed and sworn to before me, this ..... day of....., 1904.

——— ———,
Notary Public or Commissioner of Deeds.

8026 THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ... of said City, being duly sworn, do depose and say that I am a..... holder in The City of New York, and reside at Number.....
Borough of ..... in said City,

and that I am worth the sum of..... Dollars, being the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

Subscribed and sworn to before me, this .... day of ....., 1904.

____ ____,

Notary Public or Commissioner of Deeds.

APPROPRIATION.

COMMISSIONER'S CERTIFICATE.

In conformity with the provisions of section 149 of The Greater New York Charter, it is hereby certified that the estimated cost of the work, materials and supplies required by the within contract, amounting to One Million one hundred and sixty-seven thousand seven hundred and forty-five and sixty one hundredth dollars ($1,167,745.60), is chargeable to the appropriation of the Department of Water Supply, Gas and Electricity, for the year 1904, entitled "Lamps and Lighting, Boroughs of Manhattan and The Bronx, for 1904."

.....,

Commissioner of Water Supply, Gas and Electricity.

Dated ....., 1904.

8027 COMPTROLLER'S CERTIFICATE.

THE CITY OF NEW YORK, ..., 1904.

In pursuance of the provisions of section 149 of The Greater New York Charter, I hereby certify that there remains unapplied and unexpended a balance of the appropriation.....

.....

.....

applicable to this contract, sufficient to pay the estimated expense of executing the same, viz.: $.....

.....,

Comptroller.

SPECIFICATIONS.

For Furnishing Gas or other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supplying Gas, etc., for New Lamps when required), and for making certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved System of Lighting of Streets, Public Buildings, Avenues, Piers, Parks and Public Places, in the Borough of The Bronx, in The City of New York, for the Term of One Year, from March 16th, 1904, to March 15th, 1905.

1. The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted by the regulations of the said party of the first part, in accordance with a time-table hereto annexed, marked "A," and made a part of these specifications. The Commissioner may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the Contractor
8028 shall and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner to that effect. Provided, that, in compliance with the direction of the Commissioner, the whole number of hours during which the said lamps, or a portion of them, are kept burning, shall exceed the number of hours specified in the said time-table, which time-table shall aggregate a total of 3925 hours for the term, then, in that case, the Contractor shall be entitled to claim and receive, for such additional number of hours during which the lamps, or such portion of them, in the district aforesaid, are kept burning in accordance with such direction of the Commissioner, an additional compensation, equivalent to a *pro rata* increase of the compensation allowed by the foregoing contract and proportioned to the increased number of hours beyond the said number, and the number of lamps so kept burning. And also, provided that if, in compliance with the direction of the Commissioner, the number of hours during which the said lamps, or any portion of them, are kept burning, shall be less than the aforesaid number of 3925 hours per term, then, in that case there shall be deducted an amount equivalent to a *pro rata* decrease of the compensation allowed by the foregoing contract and proportioned to the decrease of the number of hours below the said number, and to the decrease of the number of lamps so kept burning. If the lamps are to be lighted by means of gas or naphtha, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; also that they shall be lighted either by the means of a torch, or the use of a ladder, and that the lamplighters will not be permitted to climb the lamp posts for such purpose. The Contractor shall keep the service pipes and stand pipes of said lamps cleared of all obstructions, at its own cost and expense.

8029 2. The Commissioner shall have the right at any time to increase or diminish the number of lamps required to be lighted by the Contractor under this contract, and the right is reserved by the Commissioner, at any time during the continuance of this contract, to increase or diminish the number of hours during which the said lamps or any portion of them are to be kept burning, and to change said time-table in any particular, and to determine and from time to time to change the said number and location of the lights in any public building or office, and the amount and kind of illuminating material used and to be used therein, and the public buildings and offices and parts thereof lighted and to be lighted under the foregoing contract.

3. If the material to be furnished under this agreement shall be illuminating gas, then such gas shall have an illuminating power of not less than twenty candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by means of a Bray slit, Union No. 7 burner consuming five cubic feet of gas per hour. The testing candle shall be of sperm, of six to the pound, and consuming as near as possible, one hundred and twenty grains of spermaceti per hour; and no test shall be recorded in which the candle consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And as regards purity, gas shall be clean and of such quality that it will not deteriorate the mantles in the mantle lamps using same so as to shorten their length of life under similar conditions. The gas shall be entirely free, within limits not injurious to the public health, from ammonia, sulphureted hydrogen and other sulphur or noxious compounds. In case the illuminating material shall be illumi-

8030 nating material other than gas, then the quantity of light produced by the burner used for such material shall be equal to the quantity (by photometric test) produced by the twenty candle-power coal gas, above described, consumed by the foot gas burners called for in this agreement.

4. The City shall have the right at any time to test the quality and illuminating power of the lamps and light as furnished on the street, and for that purpose at least twenty-five (25) lamps may be selected from those in actual use, by the Engineer, in each and every calendar month, and their illuminating power shall be determined photometrically by the City Gas Inspector or the Engineer at The City's Laboratory, or elsewhere at the discretion of the Engineer. The average candle-power of the lamp so tested shall constitute the basis for calculating the light furnished by the lamps burning during the month and for which the charge is made. The term "Lamp" herein means the burner complete with mantle and chimney, if any, as found set up for use in any of the streets or public places, and the test herein referred to shall be made through uncolored clear glass of the same character as encloses the lamp on the street, and under the same conditions of supply of gas; the object of the test being to determine that the actual illuminating power, as contracted for, is given on the street, and to determine that each burner is consuming at least the required three (3) cubic feet

of gas per hour. Each lamp shall be tested with the gas furnished by the company furnishing gas to said lamp when in actual service on the street, the gas being first tested for candle-power. 20-candle power gas is herewith defined as gas which, when tested, at a distance of not less than one mile from the place of manufacture, on the improved form of Bunsen Photometer, by means of a
8031 Bray slit, Union No. 7, burner, consuming 5 cubic feet of gas per hour, shall give 20-candle power; the testing candle shall be of sperm of six to the pound, and consuming, as near as possible, 120 grains of spermaceti per hour; and no test shall be recorded in which the candle consumes less than 114 or more than 126 grains of spermaceti per hour.

When desired by the Commissioner, these tests will be applied to each of the different classes of lamps, viz.:

Open flame gas.	Open flame naphtha.
Mantle gas.	Mantle naphtha.

The Contractor operating and maintaining the lamps tested shall replace said lamps whenever they are taken down for test, free of cost to The City, and shall always keep in stock ready for operation, at least 25 lamps of each class.

Lamps using other illuminant than gas will also be tested photometrically as to actual street illuminating power with the illuminating material they may contain when taken down, and they shall furnish the same illuminating power as a lamp of similar type using gas of 20-candle power supplied at the rate of .... cubic feet per hour.

The minimum candle power required of each type of lamp consuming not more than 3 cubic feet per hour per lamp, under the conditions herein specified, will be as follows:

Open flame gas.....	12 candle power.
Mantle gas	60 candle power.
Open flame naphtha.....	12 candle power.
Mantle naphtha	60 candle power.

The open flame lamps to be supplied with 20-candle power
8032 gas at the rate of not less than three (3) cubic feet per hour. The mantle gas lamps to be supplied with from 2½ to 3 cubic feet of gas per hour, at 1½ inches pressure as may be required. The naphtha lamps, both open and mantle, shall be supplied with sufficient naphtha to equal the candle power of the similar type of gas lamp mentioned above.

5. All the burners used for the illuminating material, commonly called illuminating gas, shall be of a capacity to burn 3, 4 or 5 cubic feet of gas per hour, as may be selected, and each of said burners *shall* burn 3, 4 or 5 cubic feet of gas per hour, as selected, during all the time the lamps are required to be kept lighted. Should the illuminating material be naphtha, then the burners to be used for such illuminating material shall give a light (by photometric test) equal to the light given by the gas-burners in use in the public lamps of similar type in The City of New York. The burners are

to be kept clear at all times, so as to allow a free and unobstructed flow of illuminating material, and to permit a full and normal flame. All checks or automatic regulators shall be of a type approved by the Engineer, and shall be cleaned at least once in each year, or oftener if ordered by the Engineer.

6. Incandescent mantles for either gas or naphtha lamps when supplied for the lamps now using same, or for lamps which may be hereafter specified by the Commissioner, shall be of the very best quality, capable of producing and maintaining under the conditions of this contract not less than 60 candle-power. Whenever the mantles become smoked or deteriorated to such an extent that at least 60 candle-power is not obtained, they must be replaced by new
8033 mantles by the Contractor. The Commissioner reserves the right to have the lamps and the character of mantles furnished, tested, basing test on the same conditions as those under which they are required to burn on the streets, and to reject any lamps and mantles furnished that do not comply with the above requirements as to candle-power. Anti-vibrators for lamps, using incandescent mantles, should be furnished with each lamp, and samples of same should be submitted to the Engineer for approval with the sample of lamp furnished him as mentioned elsewhere.

7. The Commissioner or the Borough President shall have the right at any time to place signs, designating the names of streets, on any lamp-post situated on the street corners of any street to be lighted under this contract, without further expense to The City, whether the lamp-posts shall belong to The City or not, and all the lamps and street signs are to be kept in such a cleanly condition that not more than 10 per cent. of the light of the lamps shall be absorbed or obstructed by the uncolored glass. They shall be cleaned at least three times in each week, and oftener, if the Commissioner shall direct or require the same, and at each of these cleanings all the sides, top and bottom glass of the lantern, as well as the glass of the street sign, shall be thoroughly cleaned, both on the inside and the outside, and all dust and dirt shall be brushed from the frames.

8. The lamps, including the bottoms, are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the Contractor, without cost to The City.
8034 Stained glass of a ruby color, of such tint as shall be approved by the Commissioner, shall be placed in the Fire Alarm Signal lamps and in the tops of the gas lanterns nearest to the several Fire Alarm Signal boxes, and in the tops of the gas lanterns on the street corner nearest said boxes. And in case any of such stained glass should be broken, after being placed in the lamps, then the Contractor shall procure glass of the same color, and place and keep the same in the lamps without cost to the city.

9. The party of the first part shall have the right to require that burners of a greater consuming capacity than three cubic feet of gas per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of one year, provided that the party of the first part will pay to the Contractor, for the lamps so furnished, an additional compensation, equivalent to the

increase of the compensation allowed by the foregoing contract and proportioned only to the increased amount of gas consumed by each burner over and above three cubic feet per hour.

10. Sample lamps, showing all burning appliances and connections for each type of mantle or other lamp to be furnished, shall be submitted when called for by the Commissioner to the Engineer for the purposes of comparison and test. Such sample lamps shall be complete in every respect, and shall accurately represent the burner which the Contractor uses on each type of lamp under this contract, and the sample lamp, like lamps in service, shall be so combined and adjusted as to secure, under all ordinary variations of pressure, an intensity of candle power of not less than 60 in the case of
8035 mantle lamps and twelve in the case of open flame lamps.
The tips for open flame gas burners shall be designed to consume 3, 4 or 5 cubic feet of gas as required, per hour. These tips shall be approved by the Engineer before being placed on the burners. They shall be kept in good order and repair, and renewed whenever required by the Engineer, and he shall also have same tested for consumption of gas when it is deemed necessary.

11. Whenever the Commissioner shall require that any lamp-post or posts shall be reset or straightened, or that any column or columns be releaded or recalked, or that any lamp-post or posts be repaired in any other manner, in this contract specified, the same shall be done within twenty-four hours after the Department shall notify the Contractor of such requirement.

12. The lamp-posts, lamp irons, brackets and lanterns, used for gas or naphtha, are to have one heavy coat of best paint, ground in oil, as follows: The lamp-posts, crossheads and stand pipes of bracket lamps to have one coat of dark-green paint, blue shade. The square lamp irons, brackets, and outside of lanterns to have one coat of green paint, pea-green shade; the design being to make a strong contrast between lamp-posts and lanterns. The tin work on inside of lanterns to be painted in all their parts with one heavy coat of best white-lead paint; the round lamp irons and under side of the reflectors of the globe lamps to be painted with one coat of the best white-lead paint, and so much of the stand pipes as project above the lamp-posts, to be painted in the same manner as the lamp-posts. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken
8036 that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of *July* next and the Commissioner is to be notified when and where the painting is to be commenced.

13. All lamp-posts shall be taken down which the Commissioner may require to be removed for any purpose.

14. New gas-lamp posts are to be fitted up on any street, avenue, pier, park or public place, wherever the same may be required by the Commissioner. The butts and columns are to be placed in a strictly perpendicular position, the socket of the butt to be calked with yarn gasket and melted lead, the lead to be tamped and then trimmed even with rim of butt. The service-pipe shall be one (1) inch wrought iron pipe, upon which shall be connected by means of

a reducer a three-quarter (¾) inch wrought-iron stand-pipe, which shall be galvanized upon its outer surface. Reducer to be connected to outside of both service and stand-pipe. At the lower extremity of the stand-pipe the service-pipe shall make an angle bend of easy curvature, so as to avoid any congestion of any material that may collect within the pipe, and thence have a direct fall to the main. The service-pipe shall receive a heavy coat of asphaltic paint before there is any filling-in around it. The service-pipe and bend on bottom of stand-pipe shall rest on solid earth to prevent the same from settling and forming a trap; the earth is to be thoroughly tamped about the butt as the same is thrown into the excavation. Bracket lamps are to be fitted up in lieu of lamp-posts when required, the brackets and stand-pipes to be fastened to the wall in a firm and secure manner. The service-pipes, stand-pipes and fittings are to be furnished and connected by the Contractor; the lamp-posts for mantle and
8037 open flame gas-lamps, and the lamp-posts, lamp-irons, cross-heads and brackets for open flame gas-lamps will be furnished by The City, through the Department, to the Contractor. All new lamp-posts are to be painted immediately after the same shall have been erected.

15. The cocks, tubes, tips, mantles, chimneys, globes, burners and checks which may become worn out or useless, or which, in the opinion of the Commissioner, are worn out or useless, shall be immediately replaced by the Contractor, at its own cost and expense.

16. All lanterns and lamp-posts used for gas, which, in the opinion of the Commissioner, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed and other lanterns and lamp-posts substituted in lieu thereof (and globe lamps substituted for square lamps) by the Contractor without charge to The City, when so ordered by the Commissioner. The lanterns, lamp-posts and globes for that purpose will be furnished by The City in the case of open flame gas lamps. The lamp-posts for mantle gas lamps will also be furnished by The City through the Department to the Contractor, but the Contractor will furnish all the equipment, including posts for the mantle naphtha and open flame naphtha lamps, as well as all the equipment, except the lamp-posts in the case of mantle gas lamps.

17. The crossheads and lamp-irons used for open flame gas-lamps which, in the opinion of the Commissioner, may become broken or out of order, are to be replaced on the posts by the Contractor without charge to The City. The cross-heads and
8038 lamp-irons for that purpose are to be furnished by the party of the first part, through the Department, to the Contractor.

18. The glass street signs to be placed and retained in their proper places and positions in the gas or naphtha lantern, and are to be kept in a cleanly condition; and globes containing street names are to be placed upon the gas lamp-posts when required by the Department. The globes shall be furnished by the Department to the Contractor, and the signs shall be furnished by the Borough President to the Contractor.

19. All supplies, which, under this agreement, may be required

to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the Contractor.

20. Subject to the provisions of section 469 of the Greater New York Charter, the Contractor will, upon being required so to do by the party of the first part, extend its pipes or conductors, and erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, and will relight the gas-lamps situated on the lines of the mains of the Contractor, which are now suspended or may hereafter be suspended, when ordered so to do by the Commissioner.

21. The Commissioner may determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above mentioned; also upon such determination, to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon.

8039 22. Should any alteration or any attachment be required to any portion of the lamps to be lighted under this agreement, for the purpose of using any other material than illuminating gas, then such alteration will be done and attachment placed and maintained on the lamps by the Contractor hereto at his own cost and expense.

23. In supplying gas for public buildings under the jurisdiction and control of the Department of Water Supply, Gas and Electricity, the Contractor shall supply, put in place, and connect the service-pipe from the gas-mains to the building and install a proper meter for registering the gas consumed. The gas supply shall be of 20-candle power at not less than 1½-inch pressure, the pressure to be regulated by a gas pressure regulator, approved by the Engineer.

All meters registering the total consumption of gas in any building under the jurisdiction and control of the Department to be equipped, when so required by the Commissioner, with a gas pressure regulator to be furnished, erected and maintained by the Contractor awarded same, maintaining an even pressure of 1½ inches throughout the building as closely as can be obtained. This pressure regulator to be supplied, maintained and cleaned by the Contractor without expense to The City, but shall be inspected and tested by the Inspector detailed by the Commissioner or Engineer so to do. The size of the pressure regulator shall conform to the size of the riser-pipe. It shall be attached to the pipes, but not on the gas meter, and the Contractor shall furnish all the necessary fittings to make connections, and do all the work of installing the machines in a first-class manner, including the removal of stoppages in house pipes where necessary, adjust tips and burners

8040 (other than mantle lights) and set the machines in such a manner as to give the best results under existing conditions, as specified, without curtailing light, and if necessary, in the opinion of the Engineer, the Contractor shall furnish the ordinary lava tip burners and checks.

All the work shall be subject to the approval of the Engineer, and the regulators shall be of the type known as Mercury Float Gover-

nors of the improved type approved by the Engineer. The Contractor for these regulators shall maintain same for one year; such maintenance shall include inspecting each regulator monthly, reporting to the Engineer each month, readjusting regulator in case of any change, and shall include furnishing such new tips, checks, or burners as may be deemed necessary by the Engineer, and shall also include the pumping out of house pipes when necessary.

24. All gas meters used for supply of gas to public buildings or public places in The City of New York, may be tested by the Engineer whenever the Commissioner may so order, and the Contractor shall replace same during test, if necessary, free of charge. If meter be found defective, same shall also be repaired or replaced by the Contractor without further charge to The City.

Tips for open flame gas burners used in public buildings, and other burning appliances, shall be approved by the Engineer before being installed, and no Contractor shall have the right to furnish such tips or burners to lamps in any public building without first obtaining such approval. The Engineer may test such tips or burning appliances whenever he deems it advisable in order to determine their consumption of illuminant, and in case they shall con-
8041 sume an excessive amount of same, he may order new ones put in their place by the Contractor who furnished them during the term of this contract.

25. In order that bills, when rendered to The City by the Contractor, shall agree so far as it is possible, with the meter readings as obtained by the City Inspectors, it will be required that on proper notification from The City, the Inspectors of the company will read the various meters on the same day as they are read by The City's Inspectors.

No meters shall be installed, changed or replaced in any public building, except in case of emergency, unless due notice shall be given the Bureau of Lamps and Gas twenty-four hours before such new meter is installed or change is made, so that an Inspector from said Bureau can be present and check the readings of the meters.

26. If the requirements of The City, under this contract, includes any lamps with which the pipes or conductors of the Contractor were not connected at the time of the making, such estimate or bid, thirty days from the date of the execution of this agreement, and such further time, not exceeding thirty days, as may be deemed reasonable by the Commissioner, will be allowed the Contractor in which to supply and connect service-pipes, bends, reducers, and stand-pipes, as specified above, to such lamps and all such connections, material and labor shall be furnished by the Contractor without other expense to The City; provided that the Contractor has or shall procure a consent, grant or franchise from the proper municipal or other authority, authorizing the laying of gas mains or conductors
8042 in the streets or parts of streets and public places in which the said lamps are located; and that no openings shall be made in the pavements for the purpose of such connections prior to the first day of March, 1904, nor until permits shall have been obtained from the Commissioner, authorizing such openings.

27. No payment on account of any such lamps will be made to

the Contractor for the time so allowed, nor until the same shall have been connected with the mains or conductors of the Contractor, nor will payment be made on account of supply of gas or other illuminating material at any lamp except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

28. The Contractor shall indemnify and save The City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of any illuminating material or any burning appliances connected therewith, or for repairs or supplies to lamps or lamp-posts.

29. The Contractor shall have the right to lay, subject to the provisions of the laws now in force, pipes or conductors at any time between March 1 and December 31 during the term of this contract, upon giving forty-eight hours' written notice to the Department, and subject to the approval of the Commissioner, of its intention to break up or open any street, avenue, or public place, or part thereof, or to remove any part of the pavement thereof, for the purpose of
8043 laying, subject to the provisions of statute, or repairing the pipes or conductors, to conduct the said gas or other illuminating material. And the Contractor shall, whenever it shall break up or open any street, avenue, or public place, replace the earth which may be removed in so doing, before sunset of the day on which such opening shall be made (the earth to be thoroughly tamped as the same is thrown into the trench or excavation), and replace the pavement, and repave and repair the same, in such reasonable time and manner as the Borough President may direct, and in as good and firm a manner as such street, avenue, or public place, or part thereof, was in before being broken up for the purpose aforesaid, and shall, from time to time, as required by the Borough President, readjust and fill and finish the same as long as, in the opinion of the Borough President, may be necessary on account of the settling of the earth or pavement caused by the opening. Also, all such repairs as shall at any time become necessary to said pavement by reason of laying the said pipe or conductors, shall be made and done by the Contractor, at his own cost and expense. And the Contractor shall furnish to the Commissioner a report weekly, stating therein the location of each and every opening made in the pavements during the preceding week. And no street, avenue, or public place, or part thereof, shall or will be broken up or opened, or the pavement thereof removed, or be again filled up or repaired, except under the direction and supervision of a competent person to be appointed by the Commissioner; but the party of the first part shall not be called upon to pay any sum, to any party or parties, for the inspection of any pavement which may have been removed and repaved by the
8044 Contractor, but the expense of such inspection shall be paid by the Contractor when required by the Commissioner. The Contractor shall and will so conduct the manufacture and manufactories of gas, or station for other illuminating material, as not to create a nuisance, and it will in all things be governed by such reasonable rules and regulations as the Borough President may from time to time establish or direct, relative to the opening of such streets,

avenues, or public places, or parts thereof, and laying down the pipes and conductors, and for lighting, cleaning and protecting the lamps and street signs aforesaid.

30. In order that the Commissioner and his assistants may determine whether the gas-lamps are lighted and extinguished in accordance with the time-table hereinbefore mentioned, the Contractor shall furnish to the Commissioner a map or maps showing the lamps in the district of each lamplighter, and designating the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps the lamplighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the Contractor shall notify the Commissioner of any change which may be made in the beginning and finishing points on any lamp district during the term of this contract. The Contractor shall furnish to the Commissioner a report weekly, stating therein the number and location of all new lamps fitted up and lighted, of lamp-posts removed and reset, and of lamps discontinued during the preceding week. Nothing herein contained shall be construed or deemed as granting to the Contractor any sole or exclusive right or privilege, or
8045 as preventing the party of the first part from granting the like privileges as are hereby given to the Contractor to any other company, persons or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas his or their own house, store, manufactory or premises.

8046 TIME TABLE

For Lighting and Extinguishing the Public Gas Lamps for the Year 1904.

BEGIN TO LIGHT AT	BEGIN TO EXTINGUISH AT	
Jan. 15.... 4.45 P. M.	Jan. 16.... 6.30 A. M.	
" 22.... 4.55 "	" 22.... 6.20 "	
Feb. 5.... 5.05 "	Feb. 6.... 6.05 "	
" 12.... 5.15 "	" 13.... 5.55 "	
		31 nights, 413 hours and 5 minutes.
Feb. 15.... 5.20 P. M.	Feb. 16.... 5.55 A. M.	
" 26.... 5.35 "	" 27.... 5.30 "	
Mar. 11.... 5.50 "	Mar. 12.... 5.25 "	
		28 nights, 339 hours and 40 minutes.
Mar. 15.... 5.55 P. M.	Mar. 16.... 5.10 A. M.	
" 19.... 5.55 "	" 20.... 5.05 "	
" 23.... 6.05 "	" 27.... 4.55 "	
Apr. 1.... 6.15 "	Apr. 2.... 4.40 "	
" 9.... 6.25 "	" 10.... 4.30 "	
		31 nights, 331 hours.
Apr. 15.... 6.35 P. M.	Apr. 16.... 4.10 A. M.	
" 24.... 6.50 "	" 25.... 3.55 "	
May 7.... 7.05 "	May 8.... 3.40 "	
		30 nights, 273 hours.
May 15.... 7.15 P. M.	May 16.... 3.30 A. M.	
" 21.... 7.20 "	" 22.... 3.20 "	
June 4.... 7.25 "	June 5.... 3.10 "	
		31 nights, 246 hours and 45 minutes.

June 15....	7.30 P. M.	June 16....	3.10 A. M.	
July 14....	7.30 "	July 15....	3.10 "	
				30 nights, 230 hours.
July 15....	7.30 P. M.	July 16....	3.20 A. M.	
" 30....	7.20 "	" 31....	3.35 "	
Aug. 6....	7.15 "	Aug. 7....	3.45 "	
" 13....	7.10 "	" 14....	3.50 "	
				31 nights, 252 hours and 5 minutes.
Aug. 15....	7.05 P. M.	Aug. 16....	4.00 A. M.	
" 27....	6.50 "	" 28....	4.10 "	
Sept. 3....	6.35 "	Sept. 4....	4.15 "	
" 10....	6.20 "	" 11....	4.15 "	
8047				31 nights, 289 hours and 35 minutes.
Sept. 15....	6.15 P. M.	Sept. 16....	4.30 A. M.	
" 17....	6.10 "	" 18....	4.30 "	
" 24....	5.55 "	" 25....	4.40 "	
Oct. 1....	5.35 "	Oct. 2....	4.50 "	
" 8....	5.35 "	" 9....	4 55 "	
				30 nights, 326 hours and 10 minutes.
Oct. 15....	5.20 "	Oct. 16....	5.05 A. M.	
" 22....	5.05 "	" 23....	5.15 "	
" 29....	4.55 "	" 30....	5.20 "	
Nov. 5....	4.40 "	Nov. 6....	5.30 "	
" 12....	4.30 "	" 13....	5.40 "	
				31 nights, 383 hours and 40 minutes.
Nov. 15....	4.30 P. M.	Nov. 16....	5.50 A. M.	
" 25...	4.15 "	" 26....	5.55 "	
Dec. 14....	4.15 "	Dec. 15....	6.15 "	
				30 nights, 407 hours.
Dec. 15....	4.10 P. M.	Dec. 16....	6.15 A. M.	
" 24....	4.20 "	" 25....	6.15 "	
Jan. 14....	4.30 "	Jan. 15....	6.30 "	
				31 nights, 433 hours.

Total, 365 nights, or 3,925 hours.

DEPARTMENT OF WATER SUPPLY, GAS AND ELECTRICITY,

NEW YORK.....1904.

The above table will show the time for lighting and extinguishing the public lamps during the year 1904. See specifications, paragraph 1.

JOHN T. OAKLEY,
Commissioner of Water Supply, Gas and Electricity.

NOTE—For 1904, a leap year, add 11 hours and 55 minutes to total for February 29.

Endorsed: The City of New York, Department of Water Supply, Gas and Electricity—Contract for Furnishing Gas and other Illuminating Material for, and for Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Public Lamps (and Supply-
8048 ing Gas, etc., for New Lamps when required), and for making certain Repairs to Lamp-posts, and for Furnishing Burners and Appliances of Improved System of Lighting on Streets, Public Buildings, Avenues, Piers, Parks and Public Places in the Borough of The Bronx, in The City of New York for the term of One Year,

from March 16, 1904, to March 15, 1905—Welsbach Street Lighting Co. of America, Contractor—Dated July 1st, 1904—Assigned to .....—Approved as to form, John L. O'Brien, Acting Corporation Counsel—Dated .....

8049 CITY'S EXHIBIT 6.

No. .....

Name of Bidder—Consolidated Gas Co. of New York.
Address—No. 4 Irving Place, N. Y. City.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BOROUGH OF MANHATTAN.

1906.

PROPOSALS FOR BIDS OR ESTIMATES.

For the Furnishing, Maintaining and Repairing of Gas Lamps, Etc.

1. Sealed Bids or Estimates will be received at the office of the Department of Water Supply, Gas and Electricity, Room 1536, No. 21 Park Row, in the City of New York, until 2 o'clock P. M., on Thursday, February 1st, 1906.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the same, and also Lamps Belonging to the City, Supplying New Lamps when Required, and for Furnishing Burners and Appliances for Improved System of Lighting on Streets, Avenues, Parks, and Public Places, in the Borough of Manhattan, in The City of New York, for the Term of this Contract, from Feb. 1st, 1906, to December 31, 1906, both inclusive.

8050 2. The amount of security required is FIFTY (50) PER CENTUM of the total amount of bid or estimate.

3. The person or persons making an estimate shall furnish the same in a sealed envelope, indorsed with the title given above, of the work for which the estimate is made, with his or their name or names and the date of presentation to the head of the Department, at the said office, on or before the date and hour above named, at which time and place the estimates received will be publicly opened by the head of the Department and read, and the award of the contract made according to law as soon thereafter as practicable.

4. In the whole Borough of Manhattan the total number of ordi-

nary gas lamps now burning is about .....; the total number of Welsbach gas lamps now burning is about .....; but the Commissioner of Water Supply, Gas and Electricity reserves the right to designate the location and number of the lamps of each kind as to districts, streets, avenues, parks and public places or parts thereof. Bidders must satisfy themselves by a personal examination of the number and kind of lamps required in each Borough, as numbers given above must be taken only as a close approximation of the number of lamps that may be required.

5. Bidders are required to state in their estimates the districts or several streets, avenues, parks and places, or parts of streets, avenues, parks and places in which they propose to perform the requirements herein contained, giving also the number of lamps they propose to supply.

8051 5*a*. The number, kind and location of lamps to be furnished under the contract to be awarded and entered into under this proposal shall be determined and prescribed by the Commissioner.

6. The burners for open flame gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three (3) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches. The burners for mantle gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three and one-half (3½) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches.

7. For the information of the bidder, it is stated that the gas furnished will have an illuminating power of not less than twenty-two candle power when tested by photometric test, at the Photometric Stations now established or to be established in the City. The lamps and burners will be of such a kind and construction that when tested, under, the same conditions as exist in service on the street, by photometric test on horizontal measurement, they shall give, the glass globe enclosing same having been removed, at least twelve (12) candle power in case of open flame lamps, and at least sixty (60) candle power in the case of mantle lamps.

8. Governors will be required to be furnished by the Contractor for the furnishing, maintaining and repairing of mantle gas lamps. Such governors will be placed on each lamp as will govern the maximum consumption of the lamp, so that it shall not consume more than three and one-half (3½) cubic feet of gas per hour, unless otherwise ordered by the Commissioner. These governors and the

8052 gas burners shall be of such kind and selected in such a manner as is set forth in the specifications. Checks or regulators shall be placed upon the open flame lamps by the Contractor furnishing the lanterns, cocks, tubes, burners and so on, and they shall be of such a kind as to govern the maximum consumption of these lamps so that they will not consume more than three (3) cubic feet of gas per hour at one and a half (1½) inches pressure.

9. For the information of the bidders on this contract, it is stated that as soon as possible the Department will meter a certain number

of the public gas lamps within the districts of each of the Contractors furnishing gas, in order to establish the actual consumption of the gas lamps of the different types as mentioned. This will be done approximately by attaching a standard meter to about one in ten of the lamp-posts for a sufficient number of hours or nights to establish the average consumption of the lamps, and the quantity so obtained will be the consumption of gas upon which the City will pay. The pressure will also be taken, if necessary, at a point as closely as possible to the metered lamp, in order to confirm this consumption. Ample facilities and notice will be given the Contractors so they can confirm and check these tests, in order to arrive at as fair a conclusion as is possible under the circumstances, and the test will be amplified, if necessary, until results are obtained which, in the opinion of the Engineer, are fair and reasonable to all concerned.

10. In case there are two Contractors—one for the supply of gas and one for the supply of lamp, the maintenance, repair, lighting, cleaning and extinguishing of same—and dispute shall arise which will involve the illuminating power of gas, or lamp or the quantity, quality or pressure of gas supplied by the Contractor for the
8053 supply of gas, appeal must at once be made to the Engineer, who, with the Chief Gas Inspector of The City, will, by photometric test, by metering or by registry of pressure, or other tests that may be required, decide on the issue of the dispute, and their decision shall be received by both parties as final. Both Contractors may be represented at any such test and present such statements, if required, as will tend to a settlement of the question in dispute.

11. Bidders will state in their bids or estimates a price per lamp for the term of this contract, for maintaining, repairing and connecting ready for use the public lamps in the Borough of Manhattan, and for other fixtures or appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lantern and lamp-irons, the painting of cross-heads, the furnishing, replacing and repairing of the cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, which cross-heads, lamp-iron and lanterns now owned or hereafter acquired by The City of New York, will be furnished to the Contractor by the said City, and put in place by him as required for the amount of the bid.

11*a*. A price for furnishing, maintaining, repairing and connecting ready for use, the public lamps in the Borough of Manhattan, and for other fixtures or appliances for illuminating material for each open flame gas lamp, including lighting, cleaning, extinguishing, reglazing and painting of lanterns, lamp-irons and cross-heads, the furnishing, replacing and repairing of the cocks, tubes, burner appliances, lanterns, lamp-irons and cross-heads, all the above, for each lamp, at each lamp, to be furnished by the Contractor and erected by him as required for the term of this Contract for the amount of the bid.

8054 The attention of bidders is called to the fact only one of the two proposals given in clauses 11 and 11*a* will be accepted.

12. A price for furnishing, maintaining, repairing and connecting ready for use, lanterns complete, including cross-heads, lamp-irons and improved burner appliances and incandescent mantles for gas burners to produce a light of not less than sixty (60) candle power each, at each lamp, in the Borough of Manhattan, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, replacing and repairing of the mantles, cocks and burning appliances, the replacing of cross-heads, lamp-irons and lanterns, all the above for each lamp at each lamp to be furnished by the Contractor and erected by him as required for the term of this contract for the amount of the bid.

12*a*. A price for the erecting of a lamp-post furnished by The City of New York, replacing a lamp-post now owned by other parties.

13. For the information of bidders on this contract, it is stated that all lamp-posts for use with gas lanterns to be erected in new locations will be provided for the term of this contract by The City of New York, and erected and maintained by the Contractor for supply of gas.

13*a*. That in the Boroughs of Manhattan, The Bronx and Brooklyn and part of Queens the lamp-posts for gas lamps are almost entirely owned by The City, and The City will continue to supply same. In these, or other boroughs where any lamp-posts used for gas lighting, either mantle or open flame, may belong to this Contractor or to the Contractor for supply of gas, the right is
8055 reserved to The City of New York to substitute its own lamp-posts for these if it so desires, to be maintained, by the Contractor for the supply of gas, at The City's expense.

13*b*. That where one contractor shall replace the lamp-posts owned or supplied by another, on account of a change in the contractor from the previous successful bidder to the successful bidder on this contract, then the first erection of lamp-posts by the successful bidder, lamp-post for lamp-post, replacing those that may then exist, shall be made for the price given in the bid for the erection of lamp-post. In this case The City may exercise its right to supply its own lamp-posts, and if so they will be maintained, by the Contractor for the supply of gas, at the expense of The City.

13*c*. That the cross-heads, lamp-irons and lamps used for open flame gas lamps in the Boroughs of Manhattan, The Bronx and Brooklyn are almost entirely owned by The City of New York, and The City will continue to supply same. In these or other boroughs where open flame gas lamps may belong to the Contractor, he shall furnish same, including all repairs and renewals, for the amount of the bid.

13*d*. That in all boroughs, the above conditions and reservations as to the furnishing, repairing, replacing and painting of lamp-posts, cross-heads, lamp-irons and lanterns in the above clauses, No. 11, No. 11*a*, No. 12, No. 13, No. 13*a*, No. 13*b*, and No. 13*c* shall apply as the ownership of said lamp-posts, cross-heads, lamp-irons and lanterns shall appear, but nothing in the above shall be construed that The City of New York obligates itself to supply new

lamp-posts in place of those now erected, but not owned by it, unless it so desires, except under clause No. 13 .

8056 14. Bidders who may bid on furnishing gas lamps, etc., on the streets, and for connecting, repairing and maintaining the same, furnishing all the items of supplies and repairs required, which are asked for in these estimates, *may also bid* on any other supplies, repairs, operations and maintenances as needed in the lighting of The City, as asked for by The City in other proposals, and reference is herewith made to the proposals for the supply of gas and to the proposals for furnishing naphtha lamps. Bids, however, must be rendered separately for each item as called for, and for each borough. The Contractor supplying gas must erect all new gas lamp-posts, except as noted in clauses 12*a* and 13*b*, and must reset such gas lamp-posts, when and where necessary, making all connections, and must repair all gas lamp-posts when ordered, particularly so far as such repairs shall relate to service and stand pipes. Contractor supplying lamps must hold The City harmless for any failure on the part of the persons supplying gas to properly supply same.

15. Should any alteration, change, replacement or any attachment be required to the whole or any portion of the lamps, except as mentioned in these proposals and specifications, for which estimates are made, in consequence of the use of improved appliances for the gas lighting under this contract, then such alteration shall be done and such attachment placed on the posts without expense to The City.

16. The right is reserved to the Commissioner to determine and designate in any locality, at any time after the estimates are opened, what illuminating material shall be used in the public lamps,

8057 or any number of them, in such locality, during the term of this contract; also, upon such determination, to decline any estimate, or part thereof, for lighting such locality with illuminating material other than that so determined upon; also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of The City so to do.

17. If the estimate of any bidder shall include any lamps for any lamp-posts with which the pipes or conductors of the Contractor for supply of gas are not connected at the time of the making of the bid, and a contract for furnishing, maintaining and repairing the lamps shall be awarded to such bidder, in that case THIRTY DAYS from the date of the execution of such contract, and such further time as may be deemed reasonable by the Commissioner, shall be allowed to such bidder in which to supply, equip and connect such lamps on and to such lamp-posts, and all such connections shall be made by the Contractor without expense to The City.

18. No payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of the Contractor supplying gas, nor except for the time during which all the requirements in this proposal and in the contract, including specifications, which shall be awarded and entered into under this proposal, shall have been fully performed.

19. No bid will be entertained unless the Commissioner shall be

satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the contract.

20. The award of any and all contracts under this proposal,
8058 and all contracts entered into in pursuance of said proposal, will be subject and subordinate to the rights of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York.

21. The number of hours the gas lamps are to be kept burning during the contract is 3950 hours per year as per time-table attached.

22. Bidders will *write out* the total amount of their estimates in addition to inserting the same *in figures.*

23. The Commissioner reserves the right to reject any or all bids or estimates if the Board of Estimate and Apportionment shall determine it is for the public interest of The City so to do.

24. Each bid or estimate shall contain the name and place of residence of the persons making the same, the names of all persons interested with him therein, and if no other person be so interested it shall distinctly state that fact; also that it is made without any connection with any other person making a bid or estimate for the same purpose, and is in all respects fair, and without collusion or fraud; and that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of The City of New York, is, shall be, or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party making the estimate that the several matters stated therein are in all respects true; or, if the bidder is a corporation, by the oath, in writing, of an officer of such corporation, with knowledge of the facts and
8059 having authority to make such sworn statement.

25. Each bid or estimate shall be accompanied by the consent, in writing, of two householders and freeholders in The City of New York or of a guaranty or surety company, duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

26. No bid or estimate will be considered unless accompanied by money or a certified check drawn on a National or State Bank located in The City of New York, to the order of the Comptroller, to the amount of five per centum of the amount of the bond required, as provided, in section 420 of The Greater New York Charter.

27. For particulars as to the repairs or the quantity or quality of the supplies, or the nature and extent of the work, reference must be made to the specifications and maps on file in the office of the Chief Engineer of Light and Power Department of Water Supply, Gas and Electricity.

28. Bidders are requested to make their bids or estimates upon the blank form prepared by the Commissioner, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by

the Corporation Counsel, can be obtained upon application therefore at the office of the Chief Engineer of Light and Power of the Department of Water Supply, Gas and Electricity, Room 1319, No. 21 Park Row, The City of New York.

The City of New York, January 20, 1906.

WM. B. ELLISON,
Commissioner of Water Supply, Gas and Electricity.

8060 CITY OF NEW YORK,

DEPARTMENT OF FINANCE.

COMPTROLLER'S OFFICE.

Herman A. Metz, Comptroller.

14613

JUNE 29, 1906.

Hon. Wm. B. Ellison, Commissioner of Water Supply, Gas & Electricity.

SIR:

Please note that the Comptroller's certificate has been endorsed upon May 14, '06, Contract of Consolidated Gas Co. for Gas Manhattan this date, and it is now a valid contract.

By order of the Comptroller.

N. TAYLOR PHILLIPS,
Deputy Comptroller.

THE CITY OF NEW YORK,

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY,

BOROUGH OF MANHATTAN.

CONTRACT AND SPECIFICATIONS.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the same and also Lamps belonging to The City, Supplying New Lamps when required, and for Furnishing Burners and Appliances for Improved System of Lighting on Streets, Avenues, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of this Contract, from Febru-
8061 ary 1st, 1906, to December 31, 1906, both inclusive, as per Specifications and Proposals herein contained or hereto attached.

This Agreement, made and entered into this 14th day of May, in the year one thousand nine hundred and six, by and between The City of New York, by the Commissioner of Water Supply, Gas and

Electricity, party of the first part and Consolidated Gas Co. of New York, Contractor, party of the second part, pursuant to the provisions of The Greater New York Charter.

WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, have mutually agreed and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself and its heirs, successors and assigns, as follows:

(*A*) Wherever in this contract the words "The City," or "The Commissioner," or a pronoun in the place of either of them is used, they shall mean and intend the party of the first part or the Commissioner of Water Supply, Gas and Electricity of the City of New York; wherever the words "Borough President" are used in this contract they shall mean and intend the President of the Borough above mentioned; wherever in this contract the words "The Department," or a pronoun in place of them is used, they shall mean and intend the Department of Water Supply, Gas and Electricity in The City of New York.

(*B*) Wherever in this contract the word "Contractor" or pronoun in the place of it, is used, the same shall mean and intend the
8062 party of the second part to this agreement.

(*C*) Whenever the word "Engineer" is used in this contract, it shall mean and be taken to mean and intend the Chief Engineer of Light and Power of the Department, or the Assistant Engineer, or other person or official, duly appointed or designated therefor, pursuant to The Greater New York Charter, as amended, by the Engineer, to inspect, test, examine and accept the supplies of lanterns, repairs or supplies, which are the subject of this contract, limited by the particular duties intrusted to him.

(*D*) The Contractor will furnish gas lamps and connect in place on the streets, etc., for the party of the first part, at the Contractor's own cost and expense, at the times and places and in the manner and under the conditions herein specified, and light, extinguish, clean, repair and maintain the said lamps and others owned by The City and supply new lamps when required, and furnish burners and appliances for improved system of lighting on the streets, avenues, parks and public places in the Borough of Manhattan in The City of New York, for the term of this contract from Feb. 1st, 1906, to December 31, 1906, both inclusive, and will accept as full compensation therefor the sum o rice hereinafter named, which sums or prices are the amounts a which this contract was awarded to the Contractor at the public letting thereof. The said specifications, the proposal for bids or estimates, the bid or estimate and the bond required are and shall be a part of this contract.

(*E*) The Contractor will not ask, demand, sue for or recover for any lanterns furnished, supplies delivered, repairs made,
8063 or work performed under this contract, any extra compensation beyond the amounts payable for the several classes of work and supplies herein enumerated, which shall be actually supplied at the price therefor, herein agreed upon and fixed.

(*F*) The Engineer shall inspect and test or have tested the lamps,

governors, regulators, repairs and supplies furnished, and see that the same strictly correspond with the specifications hereinafter set forth, and the Engineer is hereby authorized and empowered to reject any of the said lamps, governors, regulators, repairs and supplies offered under this contract, for the reason that the same do not comply in quality, or quantity, or time or place of maintenance, with the specifications herein contained or hereto annexed.

(*G*) Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such assistant or other persons as shall be designated by the Commissioner shall perform all the duties and be vested with all the power herein given to the Engineer.

(*H*) To prevent all disputes and litigations, the Engineer shall, in all cases, determine the amount, quantity and quality of the lamps, supplies, repairs, and work, which are to be paid for under this contract, and he shall determine all questions in relation to said lamps, supplies, repairs and work, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of the Contractor, and his estimate and decision shall be final and conclusive.

(*I*) Any doubt as to the meaning of the contract, including the specifications, or any obscurity as to the wording of them, will
8064 be explained by the Engineer, and all directions and explanations required, alluded to, or necessary to complete any of the provisions of these specifications, and give them due effect, will be given by the Engineer.

(*J*) The Contractor shall commence the delivery of the lamps and other apparatus called for by this contract, and the lighting of the lamps and other services, supplies and repairs called for under this contract, as soon as he shall be ordered so to do by the Commissioner; he will carry on such contract as required from time to time, with such force and in such manner and order, and at such times and seasons, as may be directed by the Commissioner, and that he will fully and entirely perform this contract on his part on the 31st day of December, 190 .

(*K*) In case any lamp shall fail to burn continuously and give the candle power required throughout each and every night, during the term of this contract, during the hours specified in the time-table hereto annexed, or such hours as the Commissioner may from time to time prescribe, and such failure shall not be due to any act or omission of The City, its officers, agents of employees, or any act or omission of the person or corporation whose duty it shall be to supply the gas, etc., the Contractor shall and will pay to The City a sum of money equal to the charge to The City for one night's burning, if the lamp fails to burn continuously, and one-half of this amount if the lamp fails to give the candle power required for each and every night or part thereof, that such failure shall continue, which said sum, in view of the difficulty of ascertaining the loss which The City will suffer by reason of such failure, is hereby agreed, fixed and determined by the parties hereto, as the liquidated damages that
8065 The City will suffer by reason of such failure, and not as a penalty, and The City shall and may deduct and retain the

amount of such liquidation damages out of any moneys which may be due or become due to the Contractor under this agreement.

(*L*) Neither an extension of time, for any reason, beyond the date fixed for the delivery of the lanterns, repairs and supplies, nor the delivery and acceptance of any such delivery of lanterns, repairs and supplies, called for by this contract, shall be deemed to be a waiver by the Commissioner of the right to abrogate this contract for abandonment or delay in the manner herein provided.

(*M*) The Contractor will employ only competent, skilful and faithful men to do the work, and he further agrees that whenever the Commissioner shall inform him in writing that any man engaged in the work is, in his opinion, incompetent or unfaithful, he will discharge him from the work and will not again employ him upon the work.

(*N*) The Contractor shall receive the following prices as full compensation for furnishing and maintaining the lanterns, apparatus and accessories, and performing the services herein provided to be performed by the Contractor, viz.:

OPEN FLAME GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CITY.

I. For maintaining, repairing and connecting ready for use the Public Lamps and for other fixtures or appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnish-
8063 ing, repairing and replacing of cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, which cross-heads, lamp-irons and lanterns now owned or hereafter acquired by The City will be furnished to the Contractor and put in place by him for the amount of this bid, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for 258 in number of same, the sum of Fifty cents (50c.) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for Lamps in excess in number of same, the sum of Fifty cents (50c.) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for.....in number of same, the sum of..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for.....in number of same, the sum of..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for.....in number of same, the sum of..... Dollars ($.....) per lamp, per month.

OPEN FLAME GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CONTRACTOR.

II. For furnishing, maintaining, repairing and connecting ready for use the public lamps, and for other fixtures and appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the
8067 furnishing, repairing and replacing of cocks, tubes, burners, burning appliances, lanterns, lamp-irons and cross-heads thereto, all the above for each lamp to be furnished by the Contractor and erected by him as required, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

MANTLE GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CONTRACTOR.

III. For furnishing, maintaining, repairing and connecting, ready for use, each mantle gas lamp complete with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods, regulating apparatus, cross-heads and lamp-irons, necessary for each lamp to produce a light of not less than sixty (60) candle power, and also operating it.
8068 The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto. All the above for each lamp to be furnished by the Contractor and erected by him as required for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for all such Lamps in the Borough of Manhattan, stated to be 16,747, in number of same, the sum of One 00/100 dollar ($1.00) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for Lamps in excess, in number of same, the sum of One 00/100 dollar ($1.00) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

IV. For the erection of each new lamp-post, according to the specifications, furnished by The City of New York, replacing one not now owned by it, with cross-heads if required, all in place, including painting, the sum of Eight 00/100 Dollars ($8.00).

8069 (*O*) No payment will be made or allowed on account of supply of lanterns, services, repairs or supplies for any lamp, except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

(*P*) In case the Contractor shall be unable at any time during the continuance of this contract to furnish lamps or to light any of the lamps as specified in this agreement, then the Contractor shall give immediate notice to the Commissioner of his inability to furnish said lamps or to light such lamps, stating the streets in which the lamps cannot be furnished or lighted and the cause thereof. And in case the use of any of the lamps shall be suspended or discontinued, and other lamps shall be used in consequence of such suspension or discontinuance, then the gas lamps which may have been suspended, or discontinued, shall not be relighted except pursuant to an order for such lighting by the Commissioner.

(*Q*) The Contractor shall indemnify and save harmless The City, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, including suits based on or arising out of the alleged infringement of any patent or patent right, and against, and from all damages and costs to which they or any of them may be put by reason of any such alleged infringement or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under this contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in per-

8070 forming the same, or from any act or omission of the Contractor or his agents or servants. So much of the moneys due to the Contractor under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner, shall or may be retained by The City until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of the Commissioner.

(*R*) If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the

work sublet by him, otherwise than is herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commissioner that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is wilfully violating any of the conditions or covenants of this contract, or specifications, or is executing the same in bad faith, or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, the Commissioner shall notify the Contractor to discontinue all work, or any part thereof, under this contract, by a written notice to be served upon the Contractor, either personally or by leaving said notice at his residence, or with his agent in charge of the work, or with any employee found on the work, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commissioner shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many persons as he may deem advisable, by contract or otherwise, to work at and complete the work herein described, or such part thereof, and to use such materials as he may find upon the line of the work, and to procure other material
8071 for the completion of the same, and to charge the expense of said labor and materials to the Contractor; and the expense so charged shall be deducted and paid by The City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall — the amount of such excess to The City; and when any particular part of the work is being carried on by the Commissioner, by contract or otherwise, under the provisions of this clause of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided by the Commissioner, by contract or otherwise, to do any part of the work, or to complete the same under the provisions of this article of the contract.

(*S*) If the Contractor shall not well and truly observe, perform, fulfill and keep all and singular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case the Commissioner may and shall have the power, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be thenceforth null and void.

(*T*) On or after the first day of each and every month during the term of this contract, the Contractor shall furnish proof to the satisfaction of the Commissioner, that he has fully performed and
8072 fulfilled this contract in all particulars and conditions as aforesaid during the preceding month, and particularly that he has furnished the lanterns, supplies and repairs as herein specified,

and that all lanterns have been cleaned each day of said month, and also that the gas burners have been lighted and the lanterns have each given an illuminating power as specified for each type, as required by this contract, during all the time that the lamps were required to be kept lighted, and also proof to the satisfaction of the Commissioner as to all extinguishments of lamps due to non-supply of gas or defective lanterns, including the location of each lamp extinguished, the date and length of extinguishment in each case, whereupon the Commissioner shall certify the fact, and in his certificate state the amount to which the Contractor shall be entitled for all the duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the Contractor therefor the sum to which he shall be so entitled; and without such certificate and requisition the Contractor shall not be or become entitled to any payment under and in respect to the terms of this contract, or for the light, lamps and accessories or in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of The City, he shall, within thirty days thereafter, pay to the Contractor the amount thereof in lawful money.

(*U*) The City shall not, nor shall any department or officer thereof be precluded or estopped by any return or certificate made or given by the Commissioner, any Engineer or other officer, agent or appointee of The City under any provision of this agreement from at any time (either before or after the final completion and
8073 acceptance of the work and payment therefor pursuant to any such return or certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and The City shall not be precluded or estopped, notwithstanding and such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

(*V*) This contract shall not be binding or of any force unless the Comptroller of The City shall indorse hereon his certificate that there remains unexpended or unapplied, as provided in The Greater New York Charter, a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this contract, as certified by the officers making the same.

(*W*) The residence or place of business given in the bid or estimate upon which this contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above-named place, or deposited in a post-paid wrapper in any post-office box regularly maintained by the post-office shall be deemed sufficient service thereof upon the Contractor. The place named may be

changed at any time by an instrument, in writing, executed
8074 and acknowledged by the Contractor and delivered to the Commissioner. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, letter or other communication upon the Contractor personally.

(*X*) This contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York, and which the law requires shall be defrayed and answered unto by The City.

(*Y*) The Contractor will give his personal attention constantly to the faithful prosecution of the work; he will not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest in or to the same or any part hereof, without the previous consent in writing of the Commissioner indorsed hereon or hereto attached; and he will not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or of his right, title or interest therein, or any of the money to become due under this contract, to any other person, company or other corporation, this contract may, at the option of the Commissioner, be revoked and annulled and The City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of
8075 his creditors, made pursuant to the statutes of the State of New York; and no right under this contract, or to any money to become due hereunder shall be asserted against The City in law or in equity, by reason of any so-called assignment of this contract, or any part thereof, or of any moneys to grow due hereunder, unless authorized as aforesaid by the written consent of the Commissioner.

IN WITNESS WHEREOF, The Commissioner of Water Supply, Gas and Electricity has hereunto set his hand and seal on behalf of The City, and the Contractor has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and the parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner, one other to be filed with the Comptroller of The City, and the third to be delivered to the Contractor, the day and date herein first above written.

WILLIAM B. ELLISON, [L. S.]
Commissioner of Water Supply, Gas and Electricity.

W. R. ADDICK, *President.* [SEAL.]
R. A. CARTER, *Secretary.*

Attest:
R. A. CARTER, *Secretary.*

On page nine line sixteen the date 14th written over the word first stricken out and on line Seventeen the word May written over the word February Stricken out before execution.

R. J. McKEON.

8076 THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

On this 28th day of May, 1906, before me personally came William B. Ellison, to me known and known to me to be the Commissioner of Water Supply, Gas and Electricity, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as such Commissioner for the purposes therein mentioned.

ROBERT J. McKEON,
Commissioner of Deeds, N. Y. C.

THE CITY AND STATE OF NEW YORK, *County of New York, ss:*

On this 14th day of May, 1906, before me personally came W. R. Addicks, to me known and known to me to be the Vice-President of the Consolidated Gas Company, and R. A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Company who, being by me severally duly sworn, did depose and say, each for himself, as follows: The said W. R. Addicks, that he is the Vice-President of said Company, and the said R. A. Carter that he is the Secretary of said Company, the Company described in and who executed the above instrument; that he knew the seal of said Company; that the seal affixed to the said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that by like order, he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, N. Y. C.

8077 THE CITY AND STATE OF NEW YORK,
County of New York, ss:

On this.....day of.....190 , before me personally came .....
.....to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

Know All Men by These Presents, THAT WE, Consolidated Gas Co. of New York and the United States Fidelity and Guaranty Company of The City of New York are held and firmly bound unto THE CITY OF NEW YORK, in the sum of Forty-seven Thousand DOLLARS, lawful money of the United States of America, to be paid to THE CITY OF NEW YORK, or to its certain attorneys, successors or assigns, for which payment, well and truly to be made,

we bind ourselves, and our several and respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 14th day of May, in the year one thousand nine hundred and six.

WHEREAS, The above bounden Consolidated Gas Co. of New York by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is hereunto annexed, has contracted with The City of New York to furnish the Lanterns, Maintenance, Operation, Repairs and
8078 Supplies to the Public Lamps of The City of New York, as in said contract will more fully and at large appear:

NOW, THEREFORE, The conditions of the above obligation are such, that if the said Consolidated Gas Co. of New York its successors or assigns, shall indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, including suits and actions based on, or arising out of the alleged infringement of any patent or patent rights, and against and from all damages and costs to which they, or any of them, may be put by reason of any such alleged infringement, or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under said contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of the said Consolidated Gas Co. of New York, its agents or servants, and if the said Consolidated Gas Co. of New York or its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms in said contract contained, or to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

W. R. ADDICKS. [L. S.]
R. A. CARTER, *Sec.* [L. S.]

Attest:
R. A. CARTER, *Sec.*

UNITED STATES FIDELITY AND GUARANTY COMPANY,
By SYLVESTER J. O'SULLIVAN,
Manager.

Attest:
GEO. E. HAYES,
Attorney in Fact.

8079 STATE OF NEW YORK, *County of New York, ss:*

On this 15th day of May, 1906, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York, that he was Manager of the United States Fidelity and Guaranty Company,

the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. And the said Sylvester J. O'Sullivan, further said that he was acquainted with George E. Hayes, and knew him to be the Attorney-in-fact of said Company; that the signature of the said George E. Hayes, subscribed to the foregoing instrument, was in the genuine handwriting of said George E. Hayes, and was subscribed thereto by like order of said Board of Directors, and in presence of him the said Sylvester J. O'Sullivan.

LOUIS B. CAZIARC,
Commissioner of Deeds, City of New York.

8080 STATEMENT.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

Home Office:

BALTIMORE, MD.

At the close of Business, December 30, 1905.

Commenced Business August 1, 1896.

Assets.

Real Estate, H. O. Property (assessed valuation, $406,450.00)	$387,246.01
Real Estate, Other Properties	141,015.77
Baltimore City, State and Municipal Bonds	1,748,408.81
United States Bonds	103,350.00
Railroad and Other Bonds	77,995.00
Bank Stocks	73,775.00
Railroad Stocks	44,000.00
Cash on Hand and in Banks	446,263.35
Premiums due from Agents, Less Commission	342,807.57
Loans on Collateral	57,292.50
Loan on Mortgages	15,150.00
Advances made on Contracts fully secured	35,910.81
Due for Re-insurance	20,931.63
Due for Subscription Dept. Guaranteed Att'ys	38,030.75
Interest Due and Accrued	28,710.89
	$3,560,888.09

8081 *Liabilities.*

Capital Stock, Paid in Cash	$1,700,000.00
Cash Deposited as Collateral	87,474.15
Due or about to become due to Contractors on acceptance of New Bldg.	45,928.82
Reserve for Outstanding Claims	312,397.86
Legal Premium Reserve	1,153,669.63
Surplus and Undivided Profits	261,417.63
	$3,560,888.09

STATE OF NEW YORK, *County of New York, ss:*

George E. Hayes, being duly sworn, says, that he is Attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said Company, as of December 30, 1905.

(Signed) GEORGE E. HAYES.

Subscribed and sworn to before me, this 15th day of May, 1906.

(Signed) LOUIS B. CAZIARC,
Commissioner of Deeds, City of New York.

THE CITY AND STATE OF NEW YORK, *County of ——, ss:*

On this ..... day of ..... 190 , before me personally came .....
.....
.....

to me known and known to me to be the persons described
8082 in and who executed the foregoing bond, and they severally acknowledged to me that they executed the same for the purposes therein mentioned.

.....,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK,
County of New York, ss:

On this 14th day of May, 1906, before me personally came W. R. Addicks, to me known and known to me to be the Vice-President of the Consolidated Gas Co. of New York, and R. A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Co. of New York, who, being by me severally duly sworn, did say, each for himself, as follows: The said W. R. Addicks, that he was Vice-President of said Company, and the said R. A. Carter, that he was Secretary of said Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board

of Directors of said Company, and that, by like order, he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, New York City.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ... of said City, being duly sworn, do depose and say that I am a..... holder in The City of New York, and reside at Number..... Borough of Manhattan, in said City, and that I am worth the sum of ..... DOLLARS,
8083 the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities, as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

Subscribed and sworn to before me, this.....day of.....190 .

.....,
Notary Public or Commissioner of Deeds.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I,.....of said City, being duly sworn, do depose and say that I am a.....holder in The City of New York, and reside at Number..... Borough of Manhattan, in said City, and that I am worth the sum of ..... DOLLARS, the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

.....,

Subscribed and sworn to before me, this.....day of.....190 .

.....
Notary Public or Commissioner of Deeds.

8084 APPROPRIATION.

COMMISSIONER'S CERTIFICATE.

In conformity with the provisions of section 149 of The Greater New York Charter, it is hereby certified that the estimated cost of the work, materials and supplies required by the within contract, amounting to One Hundred and Eighty Six Thousand Six Hundred and Twenty-six Dollars ($186,626), is chargeable to the appropriation of the Department of Water Supply, Gas and Electricity, for

the year 1906, entitled "Lamps and Lighting, Boroughs Manhattan and the Bronx for 1906."

....., *Commissioner of Water Supply, Gas and Electricity.*

Dated January 20th, 1906.

Estimated Cost of Contract Made with the CONSOLIDATED GAS COMPANY For the Supply and Maintenance of Gas Lamps in the BOROUGH OF MANHATTAN.

From February 1, 1906 to December 31, 1906, both inclusive.

Number and kind of lights and price for 11 months.	Estimated amount of contract.	Estimated amount of surety.
218 Open Flame Gas Lamps at $5.50.....	$1,199	
16,732 Mantle Gas Lamps at $11.00.....	184,052	
ESTIMATED INCREASE		
250 Mantle Gas Lamps at $11.00.....	1,375	
Total	$186,626	$46,650

8085 COMPTROLLER'S CERTIFICATE.

THE CITY OF NEW YORK,.....190 .

In pursuance of the provisions of section 149 of The Greater New York Charter, I hereby certify that there remains unapplied and unexpended a balance of the appropriation.....
.....
.....
applicable to this contract sufficient to pay the estimated expense of executing the same, viz.: $.....

.....
Comptroller.

SPECIFICATIONS.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining same, and also Lamps belonging to the City, Supplying New Lamps when Required, and for Furnishing Burners and Appliances for Improved System of Lighting on Streets, Avenues, Parks, and Public Places, in the Borough of Manhattan, in The City of New York, for the Term of this Contract, from Feb'y 1st, 1906, to December 31, 1906, both inclusive.

1. The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted by the regulations of the said party of the first part, in accord-

ance with a time-table hereto annexed, marked "A," and made a part of these specifications. The Commissioner may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the Contractor shall and
8086 will light the same, and continue them burning, in accordance with any and every direction of the Commissioner to that effect. If the lamps are to be lighted by means of gas, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; and it is also expressly agreed that all the lamps shall be extinguished within fifty (50) minutes from the time fixed in the time-table as the time for the beginning of extinguishing. It is also agreed that they shall be lighted either by means of a torch or the use of a ladder, or by such other method as may be approved by the Engineer, and that the lamplighters will not be permitted to climb the lamp-posts for such a purpose.

2. The Commissioner shall have the right at any time to increase or diminish the number of lamps required to be lighted by the Contractor under this contract, and the right is reserved by the Commissioner, at any time during the continuance of this contract, to increase or diminish the number of hours during which the said lamps or any portion of them are to be kept burning, and to change said time-table in any particular. All lamps ordered discontinued shall be discontinued within forty-eight (48) hours after receipt of notice by Contractor, and no charge for same shall be made after the expiration of said forty-eight (48) hours.

3. For the information of bidders on this contract, it is stated that the illuminant to be furnished to the lanterns will be illuminating gas, such gas will have an illuminating power of not less than twenty-two candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by means of a Bray slit, Union No. 7 burner,
8087 consuming five cubic feet of gas per hour. The testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no test shall be recorded in which the candle consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And as regards purity, gas shall be clean and of such quality that it will not deteriorate the mantles in the mantle lamps using same so as to shorten their length of life under similar conditions. Each one hundred (100) cubic feet of gas shall not contain more than five (5) grains of ammonia, nor more than twenty (20) grains of sulphur, nor more than a trace of sulphuretted hydrogen.

4. The City shall have the right at any time to test the quality and illuminating power of the lamps and light as furnished on the street, and for that purpose at least twenty-five (25) lamps may be selected from those in actual use in each district of each Borough, by the Engineer, in each and every calendar month, and their illuminating power shall be determined photometrically by the Chief

Gas Inspector or the Engineer, at The City's Laboratory, or elsewhere, at the discretion of the Engineer. The average candle-power of the lamp so tested shall constitute the basis for calculating the light furnished by the lamps burning during the month and for which the charge is made. The term "Lamp" herein means the burner complete with mantle and chimney, if any, as found set up for use in any of the streets or public places, and the test herein referred to shall be made with the uncolored clear glass globe which incloses the lamp on the street, removed, and under the same conditions of supply of gas as when in use on the street; the object of the test being to determine that the actual illuminating power,
8088 as contracted for, is given on the street by each lamp. Each lamp shall be tested with the gas furnished by the company furnishing gas to said lamp when in actual service on the street, the gas being first tested for candle-power.

The Contractor operating and maintaining the lamps tested shall replace said lamps whenever they are taken down for test, free of cost to The City, and shall always keep in stock ready for operation, at least 25 lamps of each class.

Twenty-two candle-power gas is herewith defined as gas which, when tested, at a distance of not less than one mile from the place of manufacture, on the improved form of Bunsen Photometer, by means of a Bray slit, Union No. 7 burner, consuming 5 cubic feet of gas per hour, shall give 22 candle-power; the testing candle shall be of sperm of six to the pound, and consuming, as near as possible, 120 grains of spermaceti per hour; and no test shall be recorded in which the candle consumes less than 114 or more than 126 grains of spermaceti per hour.

5. The burners for open flame gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three (3) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches.

The burners for mantle gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three and one-half (3½) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches.

The lamps and burners will be of such a kind and construction that when tested, under the same conditions as exist in service on the street, by photometric test by horizontal measurement, they shall give, the glass globe enclosing same having been removed, at
8089 least twelve (12) candle power in the case of open flame lamps and at least sixty (60) candle power in the case of mantle lamps.

The gas burners shall be of a capacity to burn at least the gas specified for each type of burners, and they shall be kept in good order and repair, and renewed whenever required by the Engineer. He shall also have same tested for consumption of gas when it is deemed necessary, and any burner not consuming the required amount of gas at the pressure specified shall be removed and replaced by this Contractor.

6. Governors will be furnished by the Contractor for the furnish-

ing, maintaining and repairing of mantle gas lamps. Such governors will be placed on each mantle lamp and will govern the maximum consumption of the lamps so that they will not consume more than three and one-half (3½) cubic feet of gas, within a variation of pressure of five (5) inches.

Checks or regulators shall be placed upon the open flame lamps by the Contractor furnishing the lanterns, cocks, tubes, burners and so on, and they shall be of such a kind as to govern the maximum consumption of these lamps so that they will not consume more than three (3) cubic feet of gas at one and one-half (1½) inches pressure.

The governors, checks or regulators must be of such a kind and construction as shall be satisfactory to the Contractor for the supply of gas, and to the Engineer, and if the two Contractors (the one for the supply of gas, and the one for the supply of lanterns) cannot agree on a governor satisfactory to both parties, the matter shall be submitted to the Chief Engineer of Light and Power, of the Department, for decision, and on his decision the governor selected shall be placed on each of the mantle lamps.

8090 7. As soon as possible the Department will meter a certain number of the Public Gas Lamps within the districts of each of the Contractors furnishing gas, in order to establish the actual consumption of the gas lamps of the different types as mentioned. This will be done approximately by attaching a standard meter to about one in ten of the lamp-posts for a sufficient number of hours or nights to establish the average consumption of the lamps, and the quantity so obtained will be the consumption of gas upon which the City will pay.

The pressure will also be taken, if necessary, at a point as closely as possible to the metered lamp, in order to check this consumption.

Ample facilities and notice will be given the Contractors so they can confirm and check these tests, in order to arrive at as fair a conclusion as is possible under the circumstances, and the test will be amplified, if necessary, until results are obtained which, in the opinion of the Engineer, are fair and reasonable to all concerned.

7*a*. The party of the first part shall have the right to require that burners of a greater consuming capacity than three or three and one-half cubic feet of gas as required per hour shall be furnished to the public gas-lamps, or any portion of them, at any time during the aforesaid term of this contract.

7*b*. Sample lamps, showing all burning appliances and connections for each type of mantle or other lamp to be furnished, shall be submitted when called for by the Commissioner to the Engineer for the purposes of comparison and test. Such sample lamp shall be complete in every respect, and shall accurately represent the burner which the Contractor uses on each type of lamp under this contract, and the sample lamp, like lamps in service, shall be so combined and adjusted as to secure, under all ordinary varia-

8091 tions of pressure, a candle power of not less than sixty in the case of mantle lamps and twelve in the case of open flame lamps, the glass enclosing the lamp being removed during test.

The Commissioner reserves the right to reject any bid should the

sample lamp submitted be not well made or should the tests on same not be satisfactory to the Engineer and so certified by him to the Commissioner.

8. Incandescent mantles for either gas or naphtha lamps when supplied for the lamps now using same, or for lamps which may be hereafter specified by the Commissioner, shall be of the very best quality, capable of producing and maintaining under the conditions of this contract not less than 60 candle-power. Whenever the mantles become smoked or deteriorated to such an extent that at least 60 candle power is not obtained, they must be replaced by new mantles by the Contractor. The Commissioner reserves the right to have the lamps and the character of mantles furnished, tested, basing test on the same conditions as those under which they are required to burn on the streets, except that the glass globe enclosing the lamp be removed, and to reject any lamps and mantles furnished that do not comply with the above requirements as to candle power. Anti-vibrators for lamps, using incandescent mantles, should be furnished with each lamp, and samples of same should be submitted to the Engineer for approval with the sample of lamp furnished him as mentioned elsewhere.

9. The Borough President or the Commissioner shall have the right at any time to place signs designating the names of the streets on any lamp or lamp-posts situated on the street corners of any street to be lighted under this contract without further expense to
8092 The City, whether the said lamp or lamp-posts shall belong to The City or not, but such sign shall not be put on in such a way as to interfere with the operation, repair or care of the lamp or lamp-post or to interfere with the light from the lamp.

If necessary, to prevent interference with the lighting, the Engineer may order that certain lamps of the older type of mantle lamps, now existing on certain street corners, shall be changed to a newer type of lamp, in which this interference does not arise.

Such glass or other street signs as are at present properly in place upon the lamps or lamp-posts shall be retained in their proper places and position.

All the glass or the globes of the lamps and street signs are to be of such a kind and kept in such a cleanly condition that not more than ten per cent. (10%) of the light of the lamps shall be absorbed or obstructed by the uncolored glass; and the lamps and street signs shall all be cleaned daily; and in each of these cleanings, all the glass of the lanterns, as well as the glass of the street signs, shall be thoroughly cleaned both on the inside and on the outside, and all dust and dirt shall be brushed from the frames.

10. The lamps are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the Contractor, without cost to The City.

Stained glass of a ruby color of such tint and arranged in a manner approved of by the Commissioner shall be placed on the fire alarm signal lamps, open flame type, and shall also be required

in the tops of the open flame lanterns nearest the several fire
8093 alarm signal boxes and in the tops of the glass lanterns on the street corner nearest said boxes. And in case any of said stained glass should be broken after being placed in the lamps, then the Contractor shall furnish and replace the same, except in the Boroughs of Manhattan and The Bronx, where mantle lamps are used for fire alarm lanterns, the glass will be provided by The City and put in place by Contractor without further cost to The City.

11. The cocks, tubes, tips, mantles, chimneys, globes, burners and checks which may become worn out or useless, or which, in the opinion of the Engineer are worn out or useless, shall be immediately replaced by the Contractor, at his own cost and expense.

12. The open flame and mantle gas lanterns, lamp-irons and cross-heads shall be painted at least once a year with one heavy coat of best paint, ground in oil in such a manner and of such a color as shall be satisfactory to the Commissioner.

Fire-alarm lanterns shall be painted as specified above. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner is to be notified when and where the painting is to be commenced.

13. New gas lanterns are to be fitted up on lamp-posts on any street, avenue, park or public place, wherever the same may be required by the Commissioner.

New lamp-posts, when properly equipped, erected and connected for supplying gas by the Contractor for such supply, will be
8094 turned over to the Contractor for the maintenance of burning appliances and lamps, and the latter shall erect and connect on each new lamp-post immediately such burning appliances and lamps as may be required under this contract.

14. All lanterns, cross-heads and lamp-irons used for gas lamps, which, in the opinion of the Commissioner, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed and other lanterns, cross-heads and lamp-irons, substituted in lieu thereof, and mantle lamps substituted for open flame lamps, if required, by the Contractor as noted in the proposals.

15. All supplies, which under this agreement, may be required to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the Contractor.

16. Subject to the provisions of section 469 of the Greater New York Charter, the Contractor will, upon being required so to do by the party of the first part, erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, of the districts for which the bid is made, and will light and connect such gas lamps to the standpipes of the lamp-posts of the City or the Contractor for supply of gas, when ordered so to do by the Commissioner.

17. The Commissioner may determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such

locality, during the period above-mentioned; also upon such determination to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon.

8095 18. If the requirements of The City, under this contract, includes any lamps not erected and connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner, will be allowed the Contractor in which to supply, erect and connect the lanterns on and to the standpipes of the gas lamp-posts. Such lamps and all such connections, material and labor shall be furnished by the Contractor without other expense to The City, except where such lamps of the open flame type belong to The City of New York, they will be furnished by said City to the Contractor and erected by him.

19. No payment on account of any such lamps will be made to the Contractor for the time so allowed, nor until the same shall have been put in complete service and connected with the mains or conductors of the Contractors for the supply of gas, nor will payment be made on account of supply of any lantern except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

20. The Contractor shall indemnify and save The City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of any lantern or any burning appliances connected therewith, or for repairs or supplies to such lanterns or burning appliances.

21. In order that the Commissioner and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table hereinbefore mentioned, the Contractor shall furnish to the Commissioner a map or maps showing the lamps in the district of each lamp-lighter, and designating the par-

8096 ticular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting; and in extinguishing the lamps the lamp-lighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the Contractor shall notify the Commissioner of any change which may be made in the beginning and finishing points on any lamp district during the term of this contract. The Contractor shall furnish to the Commissioner a report daily and also weekly, stating therein the number and location of all new lamps fitted up and lighted, of all lamps relighted, and of lamps discontinued during the preceding day and week. Nothing herein contained shall be construed or deemed as granting to the Contractor any sole or exclusive right or privilege, or as preventing the party of the first part from granting the like privileges as are hereby given to the Contractor, to any other company, persons or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas or other illuminant his or their own house, store, manufactory or premises.

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TIME TABLE

FOR LIGHTING AND EXTINGUISHING PUBLIC [illegible] LAMPS FOR THE YEAR 1906.

Date.	Complete lighting in one hour (From time given.)	Complete extinguishing in 50 minutes (From time given.)	Hours per night.	Hours per week.	Hours per month.
January 1....	4.12 P. M.	6.27 A. M.	14.15	99.45	
8....	4.22	6.22	14.00	98.00	
15....	4.32	6.17	13.45	96.15	
22....	4.42	6.12	13.30	94.30	
29....	4.47	6.07	13.20	93.20	
					481.50
February 5....	4.57	6.02	13.05	91.35	
12....	5 07	5 57	12.50	51.20 (4 days)	
16....	5.07	5.52	12.45	38.15 (3 ")	
19....	5.17	5.47	12.30	50.00 (4 days)	
23....	5.17	5.42	12.25	37.15 (3 ")	
26....	5.22	5.32	12.10	48.40 (4 days)	
					317.05
March 2....	5.22	5.27	12.05	36.15 (3 days)	
5....	5.32	5.17	11.45	82.15	
12....	5.42	5.07	11.25	79.55	
19....	5.52	4.57	11.05	77.35	
26....	5.57	4.47	10.50	75.50	
					351.50
April 2....	6.07	4.37	10.30	42 00 (4 days)	
6....	6.07	4.32	10.25	31.15 (3 ")	
9....	6.17	4.22	10.05	70.35	
16....	6.27	4.17	9.50	29.30 (3 days)	
19....	6.27	4.12	9.45	39.00 (4 ")	
23....	6.37	4.02	9.25	65.55	
30....	6.47	3.52	9.05	63.35	
					341.50
May 7....	6.57	3.42	8.45	35.00 (4 days)	
11....	6 57	3.37	8.40	26 00 (3 ")	
14....	7.07	3.27	8.20	58.20	
21....	7.12	3.22	8.10	57.10	
28....	7.12	3.17	8.05	56.35	
					233.05
June 4....	7.17	3.12	7.55	55.25	
11....	7.17	3.07	7.50	54.50	
18....	7.22	3 07	7.45	54.15	
25....	7.27	3 07	7.40	53.40	
					218.10
July 2....	7.22	3.07	7.45	54.15	
9....	7.17	3.12	7.55	55.25	
16....	7.12	3.17	8.05	56.35	
23....	7.07	3.22	8.15	57.45	
30....	7.02	3.27	8 25	58.55	
					282.55
August 6....	6.57	3.37	8.40	60.40	
13....	6.47	3.47	9.00	63.00	
20....	6.37	3.52	9.15	64.45	
27....	6.27	3.57	9.30	66.30	
8098					254.55
September 3....	6.17	4.07	9.50	39.20 (4 days)	
7....	6.12	4 07	9.55	29.45 (3 ")	
10....	6.02	4.17	10.15	71.45	
17....	5.52	4 27	10.35	42.20 (4 days)	
21....	5.47	4.27	10.40	32.00 (3 ")	
24....	5.37	4.37	11.00	44.00 (4 days)	
28....	5.32	4.37	11.05	33.15 (3 ")	
					292.25

October	1....	5.22	4.42	11.20	79.20	
	8....	5.12	4.52	11.40	58.20 (5 days)	
	13....	5.07	4.52	11.45	23.30 (2 ")	
	15....	4.57	5.02	12.05	84.35	
	22...	4.47	5.07	12.20	86 20	
	29..	4.37	5.17	12.40	88.40	
						420.45
November	5....	4.27	5.27	13.00	91.00	
	12....	4.17	5.32	13.15	92 45	
	19....	4.12	5.42	13.30	94.30	
	26....	4.07	5 52	13.45	96.15	
						374.30
December	3....	4.02	5.57	13 55	97.25	
	10....	3.57	6.07	14.10	99.10	
	17....	3.57	6.17	14.20	100 20	
	24....	4 02	6.22	14.20	28.40 (2 days)	
	26....	4.07	6 22	14.15	71.15 (5 ")	
	31....	4.12	6.27	14.15	14.15 (1 day)	
						411.05
						3980.25
					Deduct, on account of 50 minutes extinguishing time..	30 25
					Total number of hours burning	3950

NEW YORK, *January 20th*, 1906.

The above time table will show the time for lighting and extinguishing public gas lamps for the year 190 , all lamps to be lighted within one hour from the time of beginning to light, and extinguished within fifty minutes of the time of beginning to extinguish.

WM. B. ELLISON,
Commissioner Dept. of Water Supply, Gas and Electricity.

C. F. LACOMBE,
Chief Engineer of Light and Power.

Endorsed: The City of New York, Department of Water Supply, Gas and Electricity. Contract. For Furnishing Gas Lamps, etc., on the Streets, and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the same, and also Lamps belonging to The City, supplying New Lamps when required, and for
8099 furnishing Burners and appliances for Improved System of Lighting on Streets, Avenues, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of this Contract, from February 1st 1906, to December 31, 1906, both inclusive. Consolidated Gas Co. of New York, Contractor. Dated May 14th, 1906. Assigned to.....Approved as to form. John L. O'Brien, Asst. Corporation Counsel. Dated ....., 190...

CITY'S EXHIBIT 6A.

No. 25.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BID OR ESTIMATE.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining such Lamps, and also Lamps belonging to The City, Supplying New Lamps when Required, and for Furnishing Burners and Appliances for Improved Systems of Lighting on Streets, Avenues, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the Term of this Contract, from February 1st, 1906, to December 31, 1906, both inclusive.

Made this thirty-first day of January, 1906, by Consolidated Gas Co. of New York, No. 4 Irving Place, Borough of Manhattan, New York City.

8100 1. Consolidated Gas Co. of New York does declare that the Consolidated Gas Company of New York is the only person, persons or corporation interested in this bid or estimate; and that no other person, persons or corporation than are herein named have any interest in this bid or estimate, or in the contract proposed to be taken.

2. It further declares that this bid or estimate is made without any connection with any other person, persons or corporation making a bid or estimate for the same work, and is in all respects fair and without collusion or fraud.

3. It further declares that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or any other officer of The City of New York, is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in this bid or estimate, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof.

4. It further declares that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and that said persons are householders or freeholders in The City of New York, or duly authorized officers or agents of a guaranty or surety company duly authorized by law to act as surety.

5. It has examined the contract (including the specifications) for the supplies and work, in the form approved by the Corporation Counsel, and it will contract, in the form so approved, to perform and complete the work mentioned in said contract and specifications, and furnish the supplies on the following terms, viz.:

8101 OPEN FLAME GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CITY.

I. For maintaining, repairing and connecting ready for use the Public Lamps and for other fixtures or appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, repairing and replacing of cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, which cross-heads, lamp-irons and lanterns now owned or hereafter acquired by The City will be furnished to the Contractor and put in place by him for the amount of this bid, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for 258 in number of same, the sum of Fifty cents *Dollars* ($00/50) per lamp per month.

For furnishing all the above for each lamp, at each lamp, for lamps in excess in number of same, the sum of Fifty cents *Dollars* ($00/50) per lamp per month.

MANTLE GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CONTRACTOR.

III. For furnishing, maintaining, repairing and connecting, ready for use, each mantle gas lamp complete with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods, regulating apparatus, cross-heads and lamp-irons, necessary for each lamp to produce a light of not less than sixty (60) candle power, and also operating it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of
8102 lanterns and lamp-irons, the painting of cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto. All the above for each lamp to be furnished by the Contractor and erected by him as required for the term of this contract in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for all such lamps in the Borough of Manhattan, stated to be 16,747 in number of same, the sum of One 00/100 Dollars ($1.00) per lamp per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp per month.

IV. For the erection of each new lamp-post, according to the specifications, furnished by The City of New York, replacing one not now owned by it, with cross-heads if required, all in place, including painting, the sum of Eight 00/100 Dollars ($8.00).

CONSOLIDATED GAS CO. OF NEW YORK,
By W. R. ADDICKS, *Vice-President.* [L. S.]

8103 THE CITY AND STATE OF NEW YORK,
County of New York, ss:

W. R. Addicks, being duly sworn, says for himself, that the several matters stated in the above estimate are in all respects true.

W. R. ADDICKS.

Subscribed and sworn to before me this 31st day of January, A. D. 1906.

WALLACE YOUNG,
Notary Public, Kings County,
or Commissioner of Deeds.

Certificate filed in N. Y. County.

SURETIES' AGREEMENT.

In Consideration of the premises, and of One Dollar to us and each of us in hand paid by The City of New York, the receipt whereof is hereby acknowledged—

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made be awarded to the person, persons or corporation making the same, we will, upon its being so awarded, become bound as his, their or its sureties for its faithful performance; and if the said person, persons or corporation shall omit or refuse to execute such contract, if so awarded, and give the proper security within five days after the written notice that the same is ready for execution, we will pay, without proof of notice or demand, to the said The City of New York, or its successors, any difference between the sum to which such person, persons or corporation would be entitled upon the completion of such contract and the sum which The City of New York may be obliged
8104 to pay to the person, persons or corporation to whom the contract shall be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the SUPPLIES and WORK by which the bids are tested.

In Witness Whereof, we have hereunto set our hands, this 1st day of February, one thousand nine hundred and six.

Name of first surety—
THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

Name of second surety—
By SYLVESTER J. O'SULLIVAN, *Manager.*

Attest:
GEO. E. HAYES,
Attorney in Fact.

The adequacy and sufficiency of the above-named sureties approved.

Dated this 9th day of May, 1906.

N. T. PHILLIPS,
Deputy & Acting Comptroller.

Bond 47,000.

THE CITY AND STATE OF NEW YORK, *County of ——, ss:*

The above-named ..... being duly sworn, says that he is a householder or freeholder in The City of New York, and is worth the sum of..... Dollars ($.....), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of
8105 every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this ..... day of....., *A. D.* 190

....,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK,
County of New York, ss:

The above-named ..... being duly sworn, says that he is a householder or freeholder in The City of New York, and is worth the sum of .....Dollars ($.....), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this ..... day of ....., *A. D.* 190

....,
Notary Public or Commissioner of Deeds.

8106 STATE OF NEW YORK, *County of New York, ss:*

On the 1st day of February, 1906, in the year 1906, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he was manager of the United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. And the said Sylvester J. O'Sullivan further said that he was acquainted with George E. Hayes, and knew him to be the Attorney-in-Fact of said Company; that the signature of the said

George E. Hayes, subscribed to the foregoing instrument, was in the genuine handwriting of said George E. Hayes, and was subscribed thereto by like order of said Board of Directors, and in presence of him, the said Sylvester J. O'Sullivan.

LOUIS B. CAZIARC,
Commissioner of Deeds, City of New York.

8107 STATEMENT.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

HOME OFFICE: BALTIMORE, MD.

At the Close of Business, June 30, 1905.

Commenced Business August 1, 1896.

ASSETS.

Real Estate	$404,286.56	
Baltimore City, State & Municipal Bonds	1,667,008.81	
United States Bonds	83,200.00	
Railroad and Other Bonds	127,050.00	
Bank Stocks	68,150.00	
Railroad Stocks	43,780.00	
Cash in Banks and Home Office	519,785.88	
Premiums Due from Agents, Less Commissions	358,252.49	
Loan on Mortgages	11,600.00	
Loans on Collateral	38,518.50	
Advances % Contracts Secured	119,046.34	
Interest Due and Accrued	31,595.99	
Due for Subscriptions Dept. Guaranteed Attorneys	29,177.45	
		$3,501,452.02

8108 LIABILITIES.

Capital Stock Paid in Cash	$1,700,000.00	
Premium Reserve	1,122,841.76	
Reserve for Unadjusted and Resisted Claims	251,038.89	
Collateral Deposits	80,053.47	
Surplus and Undivided Profits	347,517.90	
		$3,501,452.02

STATE OF NEW YORK, *County of New York, ss:*

George E. Hayes, being duly sworn, says that he is Attorney-in-Fact of the United States Fidelity and Guaranty Company, and that,

to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said Company, as of June 30, 1905.

GEORGE E. HAYES. (Signed.)

Subscribed and sworn to before me, this 1st day of February, 1906.
(Signed) LOUIS B. CAZIARC,
Commissioner of Deeds, City of New York.

Indorsed: The City of New York, Department of Water Supply, Gas and Electricity. Bid or Estimate for Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Same and also Lamps belonging to The City, Supplying New Lamps, when required, and for Furnishing Burners and Appliances for Improved Systems of Lighting on Streets, Avenues, Parks and Public Places, in the Borough of Manhattan, in The City of New York, for the term of this Contract, from February 1st, 1906, to December 31, 1906.

8109 CITY'S EXHIBIT 7.

No. .....

Name of Bidder—Consolidated Gas Co. of New York.
Address—No. 4 Irving Place, N. Y. City.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BOROUGH OF BRONX.

1906.

PROPOSALS FOR BIDS OR ESTIMATES.

For the Furnishing, Maintaining and Repairing of Gas Lamps, Etc.

1. Sealed Bids or Estimates will be received at the office of the Department of Water Supply, Gas and Electricity, Room 1536, No. 21 Park Row, in the City of New York, until 2 o'clock P. M., on Thursday, February 1st, 1906.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the same, and also Lamps Belonging to the City, Supplying New Lamps when Required, and for Furnishing Burners and Appliances for Improved System of Lighting on Streets, Avenues, Parks, and Public Places, in the Borough of Bronx, in The City of New York, for the Term of this Contract, from Feb. 1st, 1906, to December 31, 1906, both inclusive.

8110 2. The amount of security required is FIFTY (50) PER CENTUM of the total amount of bid or estimate.

3. The person or persons making an estimate shall furnish the same in a sealed envelope, indorsed with the title given above, of the work for which the estimate is made, with his or their name or names and the date of the presentation to the head of the Department, at the said office, on or before the date and hour above named, at which time and place the estimates received will be publicly opened by the head of the Department and read, and the award of the contract made according to law as soon thereafter as practicable.

4. In the whole Borough of Bronx the total number of ordinary gas lamps now burning is about 95; the total number of Welsbach gas lamps now burning is about 6013; but the Commissioner of Water Supply, Gas and Electricity reserves the right to designate the location and number of the lamps of each kind as to districts, streets, avenues, parks and public places or parts thereof. Bidders must satisfy themselves by a personal examination of the number and kind of lamps required in each Borough, as numbers given above must be taken only as a close approximation of the number of lamps that may be required.

5. Bidders are required to state in their estimates the districts or several streets, avenues, parks and places, or parts of streets, avenues, parks and places in which they propose to perform the requirements herein contained, giving also the number of lamps they propose to supply.

5*a*. The number, kind and location of lamps to be furnished under the contract to be awarded and entered into under this
8111 proposal shall be determined and prescribed by the Commissioner.

6. The burners for open flame gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three (3) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches. The burners for mantle gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three and one-half (3½) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches.

7. For the information of the bidder, it is stated that the gas furnished will have an illuminating power of not less than twenty-two candle power when tested by photometric test, at the Photometric Stations now established or to be established in the City. The lamps and burners will be of such a kind and construction that when tested, under the same conditions as exist in service on the street, by photometric test on horizontal measurement, they shall give, the glass globe esclosing same having been removed, at least twelve (12) candle power in case of open flame lamps, and at least sixty (60) candle power in the case of mantle lamps.

8. Governors will be required to be furnished by the Contractor for the furnishing, maintaining and repairing of mantle gas lamps. Such governors will be placed on each lamp as will govern the maximum consumption of the lamp, so that it shall not consume more than three and one-half (3½) cubic feet of gas per hour, unless otherwise ordered by the Commissioner. These governors and the gas burners shall be of such kind and selected in such a manner as

is set forth in the specifications. Checks or regulators shall
8112 be placed upon the open flame lamps by the Contractor furnishing the lanterns, cocks, tubes, burners and so on, and they shall be of such a kind as to govern the maximum consumption of these lamps so that they will not consume more than three (3) cubic feet of gas per hour at one and a half (1½) inches pressure.

9. For the information of the bidders on this contract, it is stated that as soon as possible the Department will meter a certain number of the public gas lamps within the districts of each of the Contractors furnishing gas, in order to establish the actual consumption of the gas lamps of the different types as mentioned. This will be done approximately by attaching a standard meter to about one in ten of the lamp-posts for a sufficient number of hours or nights to establish the average consumption of the lamps, and the quantity so obtained will be the consumption of gas upon which the City will pay. The pressure will also be taken, if necessary, at a point as closely as possible to the metered lamp, in order to confirm this consumption. Ample facilities and notice will be given the Contractors so they can confirm and check these tests, in order to arrive at as fair a conclusion as is possible under the circumstances, and the test will be amplified, if necessary, until results are obtained which, in the opinion of the Engineer, are fair and reasonable to all concerned.

10. In case there are two Contractors—one for the supply of gas and one for the supply of lamp, the maintenance, repair, lighting, cleaning and extinguishing the same—and dispute shall arise which will involve the illuminating power of gas, or lamp or the quantity, quality or pressure of gas supplied by the Contractor for the supply of gas, appeal must at once be made to the Engineer, who,
8113 with the Chief Gas Inspector of The City, will, by photometric test, by metering or by registry of pressure, or other tests that may be required, decide on the issue of the dispute, and their decision shall be received by both parties as final. Both Contractors may be represented at any such test and present such statements, if required, as will tend to a settlement of the question in dispute.

11. Bidders will state in their bids or estimates a price per lamp for the term of this contract, for maintaining, repairing and connecting ready for use the public lamps in the Borough of Bronx, and for other fixtures or appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, replacing and repairing of the cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, which cross-heads, lamp-irons and lanterns now owned or hereafter acquired by The City of New York, will be furnished to the Contractor by the said City, and put in place by him as required for the amount of the bid.

11*a*. A price for furnishing, maintaining, repairing and connecting ready for use, the public lamps in the Borough of Bronx, and for other fixtures or appliances for illuminating material for each open flame gas lamp, including lighting, cleaning, extinguishing, reglazing and painting of lanterns, lamp-irons and cross-heads, the

furnishing, replacing and repairing of the cocks, tubes, burner appliances, lanterns, lamp-irons and cross-heads, all the above, for each lamp, at each lamp, to be furnished by the Contractor and erected by him as required for the term of this Contract for the amount of the bid.

8114 The attention of bidders is called to the fact only one of the two proposals given in clauses 11 and 11*a* will be accepted.

12. A price for furnishing, maintaining, repairing and connecting ready for use, lanterns complete, including cross-heads, lamp-irons and improved burner appliances and incandescent mantles for gas burners to produce a light of not less than sixty (60) candle power each, at each lamp, in the Borough of Manhattan, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, replacing and repairing of the mantles, cocks and burning appliances, the replacing of cross-heads, lamp-irons and lanterns, all the above for each lamp at each lamp to be furnished by the Contractor and erected by him as required for the term of this contract for the amount of the bid.

12*a*. A price for the erecting of a lamp-post furnished by The City of New York, replacing a lamp-post now owned by other parties.

13. For the information of bidders on this contract, it is stated that all lamp-posts for use with gas lanterns to be erected in new locations will be provided for the term of this contract by The City of New York, and erected and maintained by the Contractor for supply of gas.

13*a*. That in the Boroughs of Manhattan, The Bronx and Brooklyn and part of Queens the lamp-posts for gas lamps are almost entirely owned by The City, and The City will continue to supply same. In these, or other boroughs where any lamp-posts used for gas lighting, either mantle or open flame, may belong to this Contractor or to the Contractor for supply of gas, the right is reserved to The City of New York to substitute its own lamp-posts for

8115 these if it so desires, to be maintained, by the Contractor for the supply of gas, at The City's expense.

13*b*. That where one contractor shall replace the lamp-posts owned or supplied by another, on account of a change in the contractor from the previous successful bidder to the successful bidder on this contract, then the first erection of lamp-posts by the successful bidder, lamp-post for lamp-post, replacing those that may then exist, shall be made for the price given in the bid for the erection of lamp-post. In this case The City may exercise its right to supply its own lamp-posts, and if so they will be maintained, by the Contractor for the supply of gas, at the expense of The City.

13*c*. That the cross-heads, lamp-irons and lamps used for open flame gas lamps in the Boroughs of Manhattan, The Bronx and Brooklyn are almost entirely owned by The City of New York, and The City will continue to supply same. In these or other boroughs where open flame gas lamps may belong to the Contractor, he shall furnish same, including all repairs and renewals, for the amount of the bid.

13*d*. That in all boroughs, the above conditions and reservations as to the furnishing, repairing, replacing and painting of lamp-posts, cross-heads, lamp-irons and lanterns in the above clauses, No. 11, No. 11*a*, No. 12, No. 13, No. 13*a*, No. 13*b*, and No. 13c shall apply as the ownership of said lamp-posts, cross-heads, lamp-irons and lanterns shall appear, but nothing in the above shall be construed that The City of New York obligates itself to supply new lamp-posts in place of those now erected, but not owned by it, unless it so desires, except under clause No. 13.

8116 14. Bidders who may bid on furnishing gas lamps, etc., on the streets, and for connecting, repairing and maintaining the same, furnishing all the items of supplies and repairs required, which are asked for in these estimates, *may also bid* on any other supplies, repairs, operations and maintenances as needed in the lighting of The City, as asked for by The City in other proposals, and reference is herewith made to the proposals for the supply of gas and to the proposals for furnishing naphtha lamps. Bids, however, must be rendered separately for each item as called for, and for each borough. The Contractor supplying gas must erect all new gas lamp-posts, except as noted in clauses 12*a* and 13*b*, and must reset such gas lamp-posts, when and where necessary, making all connections, and must repair all gas lamp-posts when ordered, particularly so far as such repairs shall relate to service and stand pipes. Contractor supplying lamps must hold The City harmless for any failure on the part of the persons supplying gas to properly supply same.

15. Should any alteration, change, replacement or any attachment be required to the whole or any portion of the lamps, except as mentioned in these proposals and specifications, for which estimates are made, in consequence of the use of improved appliances for the gas lighting under this contract, then such alteration shall be done and such attachment placed on the posts without expense to The City.

16. The right is reserved to the Commissioner to determine and designate in any locality, at any time after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the term of

8117 this contract; also, upon such determination, to decline any estimate, or part thereof, for lighting such locality with illuminating material other than that so determined upon; also to decline all estimates for any particular locality, or all localities, if deemed for the best interests of The City so to do.

17. If the estimate of any bidder shall include any lamps for any lamp-posts with which the pipes or conductors of the Contractor for supply of gas are not connected at the time of the making of the bid, and a contract for furnishing, maintaining and repairing the lamps shall be awarded to such bidder, in that case THIRTY DAYS from the date of the execution of such contract, and such further time as may be deemed reasonable by the Commissioner, shall be allowed to such bidder in which to supply, equip and connect such

lamps on and to such lamp-posts, and all such connections shall be made by the Contractor without expense to The City.

18. No payment to such bidder, on account of any such lamps, will be made for the time so allowed, nor until the same shall have been connected with the mains or conductors of the Contractor supplying gas, nor except for the time during which all the requirements in this proposal and in the contract, including specifications, which shall be awarded and entered into under this proposal, shall have been fully performed.

19. No bid will be entertained unless the Commissioner shall be satisfied that the party or parties bidding are possessed of sufficient plant to carry out the provisions of the contract.

20. The award of any and all contracts under this proposal, and all contracts entered into in pursuance of said proposal, will
8118 be subject and subordinate to the rights of all persons, parties or corporations under contracts or agreements (if there are any such) which are now binding and obligatory upon The City of New York.

21. The number of hours the gas lamps are to be kept burning during the contract is 3950 hours per year as per time-table attached.

22. Bidders will *write out* the total amount of their estimates in addition to inserting the same *in figures*.

23. The Commissioner reserves the right to reject any or all bids or estimates if the Board of Estimate and Apportionment shall determine it is for the public interest of The City so to do.

24. Each bid or estimate shall contain the name and place of residence of the persons making the same, the names of all persons interested with him therein, and if no other person be so interested it shall distinctly state that fact; also that it is made without any connection with any other person making a bid or estimate for the same purpose, and is in all respects fair, and without collusion or fraud; and that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of The City of New York, is, shall be, or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof. The bid or estimate must be verified by the oath, in writing, of the party making the estimate that the several matters stated therein are in all respects true; or, if the bidder is a corporation, by the oath, in writing, of an officer of such corporation, with
8119 knowledge of the facts and having authority to make such sworn statement.

25. Each bid or estimate shall be accompanied by the consent, in writing, of two householders and freeholders in The City of New York or of a guaranty or surety company, duly authorized by law to act as surety, and shall contain the matters set forth in the blank forms mentioned below.

26. No bid or estimate will be considered unless accompanied by money or a certified check drawn on a National or State Bank located in The City of New York, to the order of the Comptroller, to

the amount of five per centum of the amount of the bond required, as provided, in section 420 of The Greater New York Charter.

27. For particulars as to the repairs or the quantity or quality of the supplies, or the nature and extent of the work, reference must be made to the specifications and maps on file in the office of the Chief Engineer of Light and Power Department of Water Supply, Gas and Electricity.

28. Bidders are requested to make their bids or estimates upon the blank form prepared by the Commissioner, a copy of which, with the proper envelope in which to inclose the bid, together with a copy of the contract, including the specifications, in the form approved by the Corporation Counsel, can be obtained upon application therefore at the office of the Chief Engineer of Light and Power of the Department of Water Supply, Gas and Electricity, Room 1319, No. 21 Park Row, The City of New York.

The City of New York, January 20, 1906.

WM. B. ELLISON,
Commissioner of Water Supply, Gas and Electricity.

8120 THE CITY OF NEW YORK,

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY,

BOROUGH OF BRONX.

CONTRACT AND SPECIFICATIONS.

For Furnishing Gas Lamps, etc. on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the same and also Lamps belonging to The City, Supplying New Lamps when required, and for Furnishing Burners and Appliances for Improved System of Lighting on Streets, Avenues, Parks and Public Places in the Borough of Bronx, in The City of New York, for the term of this Contract, from February 1st, 1906, to December 31, 1906, both inclusive, as per Specifications and Proposals herein contained or hereto attached.

This Agreement, made and entered into this 14th day of May, in the year one thousand nine hundred and six, by and between The City of New York, by the Commissioner of Water Supply, Gas and Electricity, party of the first part and Consolidated Gas Co. of New York, Contractor, party of the second part, pursuant to the provisions of The Greater New York Charter.

WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, have mutually agreed and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself and its heirs, successors and assigns, as follows:

8121 (*A*) Wherever in this contract the words "The City," or "The Commissioner," or a pronoun in the place of either of them is used, they shall mean and intend the party of the first part or the Commissioner of Water Supply, Gas and Electricity of the City of New York; wherever the words "Borough President" are used in this contract they shall mean and intend the President of the Borough above mentioned; wherever in this contract the words "The Department," or a pronoun in place of them is used, they shall mean and intend the Department of Water Supply, Gas and Electricity in The City of New York.

(*B*) Wherever in this contract the word "Contractor" or pronoun in the place of it, is used, the same shall mean and intend the party of the second part to this agreement.

(*C*) Whenever the word "Engineer" is used in this contract, it shall mean and be taken to mean and intend the Chief Engineer of Light and Power of the Department, or the Assistant Engineer, or other person or official, duly appointed or designated therefor, pursuant to The Greater New York Charter, as amended, by the Engineer, to inspect, test, examine and accept the supplies of lanterns, repairs or supplies, which are the subject of this contract, limited by the particular duties intrusted to him.

(*D*) The Contractor will furnish gas lamps and connect in place on the streets, etc., for the party of the first part, at the Contractor's own cost and expense, at the times and places and in the manner and under the conditions herein specified, and light, extinguish, clean, repair and maintain the said lamps and others owned

8122 by The City and supply new lamps when required, and furnish burners and appliances for improved system of lighting on the streets, avenues, parks and public places in the Borough of Bronx in The City of New York, for the term of this contract from Feb. 1st, 1906, to December 31, 1906, both inclusive, and will accept as full compensation therefor the sum or price hereinafter named, which sums or prices are the amounts at which this contract was awarded to the Contractor at the public letting thereof. The said specifications, the proposal for bids or estimates, the bid or estimate and the bond required are and shall be a part of this contract.

(*E*) The Contractor will not ask, demand, sue for or recover for any lanterns furnished, supplies delivered, repairs made, or work performed under this contract, any extra compensation beyond the amounts payable for the several classes of work and supplies herein enumerated, which shall be actually supplied at the price therefor, herein agreed upon and fixed.

(*F*) The Engineer shall inspect and test or have tested the lamps, governors, regulators, repairs and supplies furnished, and see that the same strictly correspond with the specifications hereinafter set forth, and the Engineer is hereby authorized and empowered to reject any of the said lamps, governors, regulators, repairs and supplies offered under this contract, for the reason that the same do not comply in quality, or quantity, or time or place of maintenance, with the specifications herein contained or hereto annexed.

(*G*) Whenever the Engineer shall be unable to act, in conse-

quence of absence or other cause, then such assistant or other
8123 persons as shall be designated by the Commissioner shall perform all the duties and be vested with all the power herein given to the Engineer.

(*H*) To prevent all disputes and litigations, the Engineer shall, in all cases, determine the amount, quantity and quality of the lamps, supplies, repairs, and work, which are to be paid for under this contract, and he shall determine all questions in relation to said lamps, supplies, repairs and work, and he shall in all cases decide every question which may arise relative to the execution of this contract on the part of the Contractor, and his estimate and decision shall be final and conclusive.

(*I*) Any doubt as to the meaning of the contract, including the specifications, or any obscurity as to the wording of them, will be explained by the Engineer, and all directions and explanations required, alluded to, or necessary to complete any of the provisions of these specifications, and give them due effect, will be given by the Engineer.

(*J*) The Contractor shall commence the delivery of the lamps and other apparatus called for by this contract, and the lighting of the lamps and other services, supplies and repairs called for under this contract, as soon as he shall be ordered so to do by the Commissioner; he will carry on such contract as required from time to time, with such force and in such manner and order, and at such times and seasons, as may be directed by the Commissioner, and that he will fully and entirely perform this contract on his part on the 31st day of December, 190 .

(*K*) In case any lamp shall fail to burn continuously and give the candle power required throughout each and every night,
8124 during the term of this contract, during the hours specified in the time-table hereto annexed, or such hours as the Commissioner may from time to time prescribe, and such failure shall not be due to any act or omission of The City, its officers, agents of employees, or any act or omission of the person or corporation whose duty it shall be to supply the gas, etc., the Contractor shall and will pay to The City a sum of money equal to the charge to The City for one night's burning, if the lamp fails to burn continuously, and one-half of this amount if the lamp fails to give the candle power required for each and every night or part thereof, that such failure shall continue, which said sum, in view of the difficulty of ascertaining the loss which The City will suffer by reason of such failure, is hereby agreed, fixed and determined by the parties hereto, as the liquidated damages that The City will suffer by reason of such failure, and not as a penalty, and The City shall and may deduct and retain the amount of such liquidated damages out of any moneys which may be due or become due to the Contractor under this agreement.

(*L*) Neither an extension of time, for any reason, beyond the date fixed for the delivery of the lanterns, repairs and supplies, nor the delivery and acceptance of any such delivery of lanterns, repairs and supplies, called for by this contract, shall be deemed to be a

waiver by the Commissioner of the right to abrogate this contract for abandonment or delay in the manner herein provided.

(*M*) The Contractor will employ only competent, skilful and faithful men to do the work, and he further agrees that whenever the Commissioner shall inform him in writing that any man engaged in the work is, in his opinion, incompetent or un-
8125 faithful, he will discharge him from the work and will not again employ him upon the work.

(*N*) The Contractor shall receive the following prices as full compensation for furnishing and maintaining the lanterns, apparatus and accessories, and performing the services herein provided to be performed by the Contractor, viz.:

OPEN FLAME GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CITY.

I. For maintaining, repairing and connecting ready for use the Public Lamps and for other fixtures or appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, repairing and replacing of cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, which cross-heads, lamp-irons and lanterns now owned or hereafter acquired by The City will be furnished to the Contractor and put in place by him for the amount of this bid, for the term of this contract, in the Borough of Bronx, to wit.:

For furnishing all the above for each lamp, at each lamp, for 258 in number of same, the sum of Fifty cents (50c.) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for Lamps in excess in number of same, the sum of Fifty cents (50c.) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of .....
Dollars ($.....) per lamp, per month.

8126 For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of .....
Dollars ($....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of .....
Dollars ($.....) per lamp, per month.

OPEN FLAME GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CONTRACTOR.

II. For furnishing, maintaining, repairing and connecting ready for use the public lamps, and/or other fixtures and appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnish-

ing, repairing and replacing of cocks, tubes, burners, burning appliances, lanterns, lamp-irons and cross-heads thereto, all the above for each lamp to be furnished by the Contractor and erected by him as required, for the term of this contract, in the Borough of Manhattan, to wit:

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

8127 For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of .... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

MANTLE GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CONTRACTOR.

III. For furnishing, maintaining, repairing and connecting, ready for use, each mantle gas lamp complete with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods, regulating apparatus, cross-heads and lamp-irons, necessary for each lamp to produce a light of not less than sixty (60) candle power, and also operating it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, repairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto. All the above for each lamp to be furnished by the Contractor and erected by him as required for the term of this contract, in the Borough of Bronx, to wit:

For furnishing all the above for each lamp, at each lamp, for all such Lamps in the Borough of The Bronx, stated to be 6013 in number of same, the sum of One 00/100 dollar ($1.00) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for Lamps in excess, in number of same, the sum of One 00/100

8128 dollar ($1.00) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

For furnishing all the above for each lamp, at each lamp, for ..... in number of same, the sum of ..... Dollars ($.....) per lamp, per month.

IV. For the erection of each new lamp-post, according to the specifications, furnished by The City of New York, replacing one not now owned by it, with cross-heads if required, all in place, including painting, the sum of Eight 00/100 dollars ($8.00).

(*O*) No payment will be made or allowed on account of supply of lanterns, services, repairs or supplies for any lamp, except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

(*P*) In case the Contractor shall be unable at any time during the continuance of this contract to furnish lamps or to light any of the lamps as specified in this agreement, then the Contractor shall give immediate notice to the Commissioner of his inability to furnish said lamps or to light such lamps, stating the streets in which the lamps cannot be furnished or lighted and the cause thereof. And in case the use of any of the lamps shall be suspended or discontinued, and other lamps shall be used in consequence of such
8129 suspension or discontinuance, then the gas lamps which may have been suspended, or discontinued, shall not be re-lighted except pursuant to an order for such lighting by the Commissioner.

(*Q*) The Contractor shall indemnify and save harmless The City, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, including suits based on or arising out of the alleged infringement of any patent or patent right, and against, and from all damages and costs to which they or any of them may be put by reason of any such alleged infringement or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under this contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of the Contractor or his agents or servants. So much of the moneys due to the Contractor under and by virtue of this agreement, as shall or may be deemed necessary by the Commissioner, shall or may be retained by The City until all such suits, actions and claims shall have been settled, and evidence to that effect furnished to the satisfaction of the Commissioner.

(*R*) If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work sublet by him, otherwise than is herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Commissioner that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor
8130 is wilfully violating any of the conditions or covenants of this contract, or specifications, or is executing the same in bad faith, or not in accordance with the terms thereof, or if the work be not fully completed within the time named in this contract for its completion, the Commissioner shall notify the Contractor to

discontinue all work, or any part thereof, under this contract, by a written notice to be served upon the Contractor, either personally or by leaving said notice at his residence, or with his agent in charge of the work, or with any employee found on the work, and thereupon the Contractor shall discontinue the work, or such part thereof, and the Commissioner shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many persons as he may deem advisable, by contract or otherwise, to work at and complete the work herein described, or such part thereof, and to use such materials as he may find upon the line of the work, and to procure other material for the completion of the same, and to charge the expense of said labor and materials to the Contractor; and the expense so charged shall be deducted and paid by The City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, he shall — the amount of such excess to The City; and when any particular part of the work is being carried on by the Commissioner, by contract or otherwise, under the provisions of this clause of the contract, the Contractor shall continue the remainder of the work in conformity with the terms of this contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided by the Commis-
8131 sioner, by contract or otherwise, to do any part of the work, or to complete the same under the provisions of this article of the contract.

(*S*) If the Contractor shall not well and truly observe, perform, fulfill and keep all and si-gular the covenants and conditions hereinbefore mentioned and contained, on its part and behalf to be observed, performed, fulfilled and kept according to the true intent and meaning of these presents, then and in that case the Commissioner may and shall have the power, on the part of the said party of the first part, to declare this contract annulled and vacated, and thereupon it shall become and be henceforth null and void.

(*T*) On or after the first day of each and every month during the term of this contract, the Contractor shall furnish proof to the satisfaction of the Commissioner, that he has fully performed and fulfilled this contract in all particulars and conditions as aforesaid during the preceding month, and particularly that he has furnished the lanterns, supplies and repairs as herein specified, and that all lanterns have been cleaned each day of said month, and also that the gas burners have been lighted and the lanterns have each given an illuminating power as specified for each type, as required by this contract, during all the time that the lamps were required to be kept lighted, and also proof to the satisfaction of the Commissioner as to all extinguishments of lamps due to non-supply of gas or defective lanterns, including the location of each lamp extinguished, the date and length of extinguishment in each case, whereupon the Commissioner shall certify the fact and in his certificate state the

amount to which the Contractor shall be entitled for all the
8132 duties performed by it during such preceding month, and annex thereto a requisition upon the Comptroller to pay the Contractor therefor the sum to which he shall be so entitled; and without such certificate and requisition the Contractor shall not be or become entitled to any payment under and in respect to the terms of this contract, or for the light, lamps and accessories or in respect to services which were required to be done, or should have been done, in such preceding month. On the requisitions above provided being presented to the Comptroller of The City, he shall, within thirty days thereafter, pay to the Contractor the amount thereof in lawful money.

(*U*) The City shall not, nor shall any department or officer thereof be precluded or estopped by any return or certificate made or given by the Commissioner, any Engineer or other officer, agent or appointee of The City under any provision of this agreement from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate) showing the true and correct amount and character of the work done and materials furnished by the Contractor, or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and The City shall not be precluded or estopped, notwithstanding and such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

8133 (*V*) This contract shall not be binding or of any force unless the Comptroller of The City shall indorse hereon his certificate that there remains unexpended or unapplied, as provided in The Greater New York Charter, a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this contract, as certified by the officers making the same.

(*W*) The residence or place of business given in the bid or estimate upon which this contract is founded, is hereby designated as the place where all notices, letters and other communications shall be served, mailed or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above-named place, or deposited in a post-paid wrapper in any post-office box regularly maintained by the post-office shall be deemed sufficient service thereof upon the Contractor. The place named may be changed at any time by an instrument, in writing, executed and acknowledged by the Contractor and delivered to the Commissioner. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, letter or other communication upon the Contractor personally.

(*X*) This contract shall be subject and subordinate to the rights, claims and demands of all persons, parties or corporations under contracts or agreements (if there are any such) which are valid and lawful charges and liabilities against The City of New York,

and which the law requires shall be defrayed and answered unto by The City.

(Y) The Contractor will give his personal attention constantly to the faithful prosecution of the work; he will not assign,
8134 transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest in or to the same or any part hereof, without the previous consent in writing of the Commissioner indorsed hereon or hereto attached; and he will not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this contract, unless by and with the like consent signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or of his right, title or interest therein, or any of the money to become due under this contract, to any other person, company or other corporation, this contract may, at the option of the Commissioner, be revoked and annulled and The City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the statutes of the State of New York; and no right under this contract, or to any money to become due hereunder shall be asserted against The City in law or in equity, by reason of any so-called assignment of this contract, or any part thereof, or of any moneys to grow due hereunder, unless authorized as aforesaid by the written consent of the Commissioner.

IN WITNESS WHEREOF, The Commissioner of Water Supply Gas and Electricity has hereunto set his hand and seal on behalf of The City, and the Contractor has caused its corporate seal to be hereunto affixed and its President and Secretary hereto to set their hands, and the parties hereto have executed triplicate copies hereof, one of which is to remain with the Commissioner, one other to be
8135 filed with the Comptroller of The City, and the third to be delivered to the Contractor, the day and date herein first above written.

WILLIAM B. ELLISON, [L. S.]
Commissioner of Water Supply, Gas and Electricity.

CONSOLIDATED GAS COMPANY OF NEW YORK.
W. R. ADDICK, *President.* [SEAL.]
R. A. CARTER, *Secretary.*

Attest:
R. A. CARTER, *Secretary.*

On page nine line sixteen the date "14th" written over the word "first" stricken out and on line Seventeen the word "May" written over the word "February" stricken out before execution.

R. J. McKEON.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

On this 28th day of May, 1906, before me personally came William B. Ellison, to me known and known to me to be the Commis-

sioner of Water Supply, Gas and Electricity, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as such Commissioner for the purposes therein mentioned.

ROBERT J. McKEON,
Commissioner of Deeds, N. Y. C.

8136 THE CITY AND STATE OF NEW YORK,
County of New York, ss:

On this 14th day of May, 1906, before me personally came W. R. Addicks, to me known and known to me to be the Vice-President of the Consolidated Gas Company of New York, and R. A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Company of New York, who being by me severally duly sworn, did depose and say, each for himself, as follows: The said W. R. Addicks, that he is the Vice-President of said Company, and the said R. A. Carter that he is the Secretary of said Company, the Company described in and who executed the above instrument; that he knew the seal of said Company; that the seal affixed to the said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that by like order, he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, N. Y. C.

THE CITY AND STATE OF NEW YORK, *County of New York, ss:*

On this.....day of.....190 , before me personally came .....
.....to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

8137 Know All Men by These Presents, THAT WE, Consolidated Gas Co. of New York and the United States Fidelity and Guaranty Company of The City of New York are held and firmly bound unto THE CITY OF NEW YORK, in the sum of Seventeen Thousand DOLLARS, lawful money of the United States of America, to be paid to THE CITY OF NEW YORK, or to its certain attorneys, successors or assigns, for which payment, well and truly to be made, we bind ourselves, and our several and respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this 14th day of May, in the year one thousand nine hundred and six.

WHEREAS, The above bounden Consolidated Gas Co. of New York by an instrument in writing, under its corporate seal duly attested, bearing even date with these presents, and one part whereof is

hereunto annexed, has contracted with The City of New York to furnish the Lanterns, Maintenance, Operation, Repairs and Supplies to the Public Lamps of The City of New York, as in said contract will more fully and at large appear:

Now, THEREFORE, The conditions of the above obligation are such, that if the said Consolidated Gas Co. of New York its successors or assigns, shall indemnify and save harmless The City of New York, its officers, agents and servants, and each of them, against and from all suits and actions of every name and description brought against them or any of them, including suits and actions based on, or arising out of the alleged infringement of any patent or patent rights, and against and from all damages and costs to which they, or
8138 any of them, may be put by reason of any such alleged infringement, or by reason of injury to the person or property of another, resulting from negligence or carelessness in the performance of the work to be done under said contract, or otherwise, or from any improper or defective material, machinery, implement or appliance used in performing the same, or from any act or omission of the said Consolidated Gas Co. of New York, its agents or servants, and if the said Consolidated Gas Co. of New York or its successors or assigns, shall well and truly, and in a good, sufficient and workmanlike manner, perform, fulfill, observe and keep the said contract, and each and every of the covenants, provisions, conditions and terms in said contract contained, or to be performed, fulfilled, observed and kept, then this obligation to be void; otherwise to remain in full force and virtue.

CONSOLIDATED GAS COMPANY OF NEW YORK.
W. R. ADDICKS. [L. S.]
R. A. CARTER, *Sec.* [L. S.]

Attest:
R. A. CARTER.

UNITED STATES FIDELITY AND GUARANTY COMPANY,
By SYLVESTER J. O'SULLIVAN,
Manager.

Attest:
GEO. E. HAYES,
Attorney in Fact.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

On this.....day of.....190 , before me personally came .....
.....
.....
to me known and known to me to be the persons described in and who executed the foregoing bond, and they severally acknowl-
8139 edged to me that they executed the same for the purposes therein mentioned.

——— ———,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK, *County of New York, ss:*

On this 14th day of May, 1906, before me personally came W. R. Addicks, to me known and known to me to be the Vice-President of the Consolidated Gas Co. of New York, and R. A. Carter, to me known and known to me to be the Secretary of the Consolidated Gas Co. of New York, who, being by me severally duly sworn, did say, each for himself, as follows: The said W. R. Addicks, that he was Vice-President of said Company, and the said R. A. Carter, that he was Secretary of said Company; that he knew the corporate seal of said Company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Company, and that, by like order, he thereto signed his name and official designation.

ROBERT J. McKEON,
Commissioner of Deeds, New York City.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ...of said City, being duly sworn, do depose and say that I am a.....holder in The City of New York, and reside at Number..... Borough of Manhattan, in said City, and that I am worth the sum of ..... DOLLARS, 8140 the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

——— ———.

Subscribed and sworn to before me, this.....day of .....190 .

———— ————,
Notary Public or Commissioner of Deeds.

THE CITY, COUNTY AND STATE OF NEW YORK, *ss:*

I, ...of said City, being duly sworn, do depose and say that I am a.....holder in The City of New York, and reside at Number.. ..... Borough of Manhattan, [illegible]said City, and that I am worth the sum of ..... DOLLARS, the amount of security required for the completion of the above-mentioned contract, over and above all my debts and liabilities, including my liabilities as bail, surety and otherwise, and over and above all my property which is exempt by law from execution.

——— ———.

Subscribed and sworn to before me, this.....day of.....190 .

———— ————,
Notary Public or Commissioner of Deeds.

8141 APPROPRIATION.

COMMISSIONER'S CERTIFICATE.

In conformity with the provisions of section 149 of The Greater New York Charter, it is hereby certified that the estimated cost of the work, materials and supplies required by the within contract, amounting to Sixty-eight Thousand, Three Hundred Fifteen and Fifty One Hundredth- Dollars ($68,315.50/100), is chargeable to the appropriation of the Department of Water Supply, Gas and Electricity, for the year 1906, entitled "Lamps and Lighting, Boroughs Manhattan and the Bronx for 1906."

____ ____,
Commissioner of Water Supply, Gas and Electricity.

Dated January 20th, 1906.

Estimated Cost of Contract Made with the
CONSOLIDATED GAS COMPANY
For the Supply and Maintenance of Gas Lamps in the
BOROUGH OF THE BRONX.

From February 1, 1906, to December 31, 1906, both inclusive.

Number and kind of lights and price for 11 months.	Estimated amount of contract.	Estimated amount of surety.
95 Open Flame Gas Lamps at $5.50.....	522.50	
6,013 Mantle Gas Lamps at $11.00.....	66,143.00	
ESTIMATED INCREASE:		
250 Mantle Gas Lamps at.....		
300 Mantle Gas Lamps at $11.00.....	1,650 00	
Total	$68,315.50	$17,080

8142 COMPTROLLER'S CERTIFICATE.

THE CITY OF NEW YORK,.....190 .

In pursuance of the provisions of section 149 of The Greater New York Charter, I hereby certify that there remains unapplied and unexpended a balance of the appropriation.....
.....
.....
applicable to this contract sufficient to pay the estimated expense of executing the same, viz.: $.....

____ ____,
Comptroller.

SPECIFICATIONS.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining same, and also Lamps belonging to the City, Supplying New Lamps when Required, and for Furnishing Burners and Appliances for Improved System of Lighting on Streets, Avenues, Parks, and Public Places, in the Borough of Bronx, *tan*, in The City of New York, for the Term of this Contract, from Feb'y 1st, 1906, to December 31, 1906, both inclusive.

1. The lamps shall be lighted during such times as the public lamps throughout The City of New York may be required to be lighted by the regulations of the said party of the first part, in accordance with a time-table hereto annexed, marked "A," and made a part of these specifications. The Commissioner may direct and require, by notice to that effect, that all or any portion of said public lamps shall be lighted, and kept burning, at any other time or times during the continuance of this contract; and the Contractor shall
8143 and will light the same, and continue them burning, in accordance with any and every direction of the Commissioner to that effect. If the lamps are to be lighted by means of gas, then it is expressly agreed that all the lamps shall be lighted within one hour from the time fixed in the time-table as the time for beginning; and it is also expressly agreed that all the lamps shall be extinguished within fifty (50) minutes from the time fixed in the time-table as the time for the beginning of extinguishing. It is also agreed that they shall be lighted either by means of a torch or the use of a ladder, or by such other method as may be approved by the Engineer, and that the lamp-lighters will not be permitted to climb the lamp-posts for such a purpose.

2. The Commissioner shall have the right at any time to increase or diminish the number of lamps required to be lighted by the Contractor under this contract, and the right is reserved by the Commissioner, at any time during the continuance of this contract, to increase or diminish the number of hours during which the said lamps or any portion of them are to be kept burning, and to change said time-table in any particular. All lamps ordered discontinued shall be discontinued within forty-eight (48) hours after receipt of notice by Contractor, and no charge for same shall be made after the expiration of said forty-eight (48) hours.

3. For the information of bidders on this contract, it is stated that the illuminant to be furnished to the lanterns will be illuminating gas, such gas will have an illuminating power of not less than twenty-two candles, when tested at a distance of not less than one mile from the place of manufacture, on the improved form of the Bunsen Photometer, by means of a Bray slit, Union No. 7
8144 burner, consuming five cubic feet of gas per hour. The testing candle shall be of sperm, of six to the pound, and consuming, as near as possible, one hundred and twenty grains of spermaceti per hour; and no test shall be recorded in which the candle

consumes less than one hundred and fourteen or more than one hundred and twenty-six grains of spermaceti per hour. And as regards purity, gas shall be clean and of such quality that it will not deteriorate the mantles in the mantle lamps using same so as to shorten their length of life under similar conditions. Each one hundred (100) cubic feet of gas shall not contain more than five (5) grains of ammonia, nor more than twenty (20) grains of sulphur, nor more than a trace of sulphuretted hydrogen.

4. The City shall have the right at any time to test the quality and illuminating power of the lamps and light as furnished on the street, and for that purpose at least twenty-five (25) lamps may be selected from those in actual use in each district of each Borough, by the Engineer, in each and every calendar month, and their illuminating power shall be determined photometrically by the Chief Gas Inspector or the Engineer, at The City's Laboratory, or elsewhere, at the discretion of the Engineer. The average candle-power of the lamp so tested shall constitute the basis for calculating the light furnished by the lamps burning during the month and for which the charge is made. The term "Lamp" herein means the burner complete with mantle and chimney, if any, as found set up for use in any of the streets or public places, and the test herein referred to shall be made with the uncolored clear glass globe which incloses the lamp on the street, removed, and under the same conditions of supply of gas as when in use on the street; the object of the test being to determine that the actual illuminating power,
8145 as contracted for, is given on the street by each lamp. Each lamp shall be tested with the gas furnished by the company furnishing gas to said lamp when in actual service on the street, the gas being first tested for candle-power.

The Contractor operating and maintaining the lamps tested shall replace said lamps whenever they are taken down for test, free of cost to The City, and shall always keep in stock ready for operation, at least 25 lamps of each class.

Twenty-two candle power gas is herewith defined as gas which, when tested, at a distance of not less than one mile from the place of manufacture, on the improved form of Bunsen Photometer, by means of a Bray slit, Union No. 7 burner, consuming 5 cubic feet of gas per hour, shall give 22 candle-power; the testing candle shall be of sperm of six to the pound, and consuming, as near as possible, 120 grains of spermaceti per hour; and no test shall be recorded in which the candle consumes less than 114 or more than 126 grains of spermaceti per hour.

5. The burners for open flame gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three (3) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches. The burners for mantle gas lamps in all boroughs shall be of such a kind and construction that they will burn, as closely as is practicable, three and one-half (3½) cubic feet of gas per hour, under a pressure of not less than one and one-half (1½) inches.

The lamps and burners will be of such a kind and construction that when tested, under the same conditions as exist in service on the

street, by photometric test by horizontal measurement, they shall give, the glass globe enclosing same having been removed, at least twelve (12) candle power in case of open flame lamps, and
8146 at least sixty (60) candle power in the case of mantle lamps.

The gas burners shall be of a capacity to burn at least the gas specified for each type of burners, and they shall be kept in good order and repair, and renewed whenever required by the Engineer. He shall also have same tested for consumption of gas when it is deemed necessary, and any burner not consuming the required amount of gas at the pressure specified shall be removed and replaced by this Contractor.

6. Governors will be furnished by the Contractor for the furnishing, maintaining and repairing of mantle gas lamps. Such governors will be placed on each mantle lamp and will govern the maximum consumption of the lamps so that they will not consume more than three and one-half (3½) cubic feet of gas, within a variation of pressure of five (5) inches.

Checks or regulators shall be placed upon the open flame lamps by the Contractor furnishing the lanterns, cocks, tubes, burners and so on, and they shall be of such a kind as to govern the maximum consumption of these lamps so that they will not consume more than three (3) cubic feet of gas at one and one-half (1½) inches pressure.

The governors, checks or regulators must be of such a kind and construction as shall be satisfactory to the Contractor for the supply of gas, and to the Engineer, and if the two Contractors (the one for the supply of gas, and the one for the supply of lanterns) cannot agree on a governor satisfactory to both parties, the matter shall be submitted to the Chief Engineer of Light and Power, of the Department, for decision, and on his decision the governor selected shall be placed on each of the mantle lamps.

8147 7. As soon as possible the Department will meter a certain number of the Public Gas Lamps within the districts of each of the Contractors furnishing gas, in order to establish the actual consumption of the gas lamps of the different types as mentioned. This will be done approximately by attaching a standard meter to about one in ten of the lamp-posts for a sufficient number of hours or nights to establish the average consumption of the lamps, and the quantity so obtained will be the consumption of gas upon which the City will pay.

The pressure will also be taken, if necessary, at a point as closely as possible to the metered lamp, in order to check this consumption.

Ample facilities and notice will be given the Contractors so they can confirm and check these tests, in order to arrive at as fair a conclusion as is possible under the circumstances, and the test will be amplified, if necessary, until results are obtained which, in the opinion of the Engineer, are fair and reasonable to all concerned.

7*a*. The party of the first part shall have the right to require that burners of a greater consuming capacity than three or three and one-half cubic feet of gas as required per hour shall be furnished to the

public gas-lamps, or any portion of them, at any time during the aforesaid term of this contract.

7*b*. Sample lamps, showing all burning appliances and connections for each type of mantle or other lamp to be furnished, shall be submitted when called for by the Commissioner to the Engineer for the purposes of comparison and test. Such sample lamp shall be complete in every respect, and shall accurately represent the burner which the Contractor uses on each type of lamp under this contract, and the sample lamp, like lamps in service, shall be so com-
8148 bined and adjusted as to secure, under all ordinary variations of pressure, a candle power of not less than sixty in the case of mantle lamps and twelve in the case of open flame lamps, the glass enclosing the lamp being removed during test.

The Commissioner reserves the right to reject any bid should the sample lamp submitted be not well made or should the tests on same not be satisfactory to the Engineer and so certified by him to the Commissioner.

8. Incandescent mantles for either gas or naphtha lamps when supplied for the lamps now using same, or for lamps which may be hereafter specified by the Commissioner, shall be of the very best quality, capable of producing and maintaining under the conditions of this contract not less than 60 candle-power. Whenever the mantles become smoked or deteriorated to such an extent that at least 60 candle power is not obtained, they must be replaced by new mantles by the Contractor. The Commissioner reserves the right to have the lamps and the character of mantles furnished, tested, basing test on the same conditions as those under which they are required to burn on the streets, except that the glass globe enclosing the lamp be removed, and to reject any lamps and mantles furnished that do not comply with the above requirements as to candle power. Anti-vibrators for lamps, using incandescent mantles, should be furnished with each lamp, and samples of same should be submitted to the Engineer for approval with the sample of lamp furnished him as mentioned elsewhere.

9. The Borough President or the Commissioner shall have the right at any time to place signs designating the names of the streets on any lamp or lamp-posts situated on the street corners of any street to be lighted under this contract without further ex-
8149 pense to The City, whether the said lamp or lamp-posts shall belong to The City or not, but such sign shall not be put on in such a way as to interfere with the operation, repair or care of the lamp or lamp-post or to interfere with the light from the lamp.

If necessary, to prevent interference with the lighting, the Engineer may order that certain lamps of the older type of mantle lamps, now existing on certain street corners, shall be changed to a newer type of lamp, in which this interference does not arise.

Such glass or other street signs as are at present properly in place upon the lamps or lamp-posts shall be retained in their proper places and position.

All the glass or the globes of the lamps and street signs are to be of such a kind and kept in such a cleanly condition that not more than ten per cent. (10%) of the light of the lamps shall be absorbed

or obstructed by the uncolored glass; and the lamps and street signs shall all be cleaned daily; and in each of these cleanings, all the glass of the lanterns, as well as the glass of the street signs, shall be thoroughly cleaned both on the inside and on the outside, and all dust and dirt shall be brushed from the frames.

10. The lamps are to be repaired and reglazed within twenty-four hours after any portion of the same shall be broken, and all the work or material for either of said purposes is to be furnished by the Contractor, without cost to The City.

Stained glass of a ruby color of such tint and arranged in a manner approved of by the Commissioner shall be placed on the fire-alarm signal lamps, open flame type, and shall also be required in
8150 the tops of the open flame lanterns nearest the several fire alarm signal boxes and in the tops of the glass lanterns on the street corner nearest said boxes. And in case any of said stained glass should be broken after being placed in the lamps, then the Contractor shall furnish and replace the same, except in the Boroughs of Manhattan and The Bronx, where mantle lamps are used for fire alarm lanterns, the glass will be provided by The City and put in place by Contractor without further cost to The City.

11. The cocks, tubes, tips, mantles, chimneys, globes, burners and checks which may become worn out or useless, or which, in the opinion of the Engineer are worn out or useless, shall be immediately replaced by the Contractor, at his own cost and expense.

12. The open flame and mantle gas lanterns, lamp-irons and cross-heads shall be painted at least once a year with one heavy coat of best paint, ground in oil in such a manner and of such a color as shall be satisfactory to the Commissioner.

Fire-alarm lanterns shall be painted as specified above. All the material shall be of the best quality, and prepared so as to present a gloss finish. While painting the lanterns care must be taken that the glass shall not be daubed or smeared with paint. All the painting is to be completed by the first day of July next, and the Commissioner is to be notified when and where the painting is to be commenced.

13. New gas lanterns are to be fitted up on lamp-posts on any street, avenue, park or public place, wherever the same may be required by the Commissioner.

New lamp-posts, when properly equipped, erected and con-
8151 nected for supplying gas by the Contractor for such supply, will be turned over to the Contractor for the maintenance of burning appliances and lamps, and the latter shall erect and connect on each new lamp-post immediately such burning appliances and lamps as may be required under this contract.

14. All lanterns, cross-heads and lamp-irons used for gas lamps, which, in the opinion of the Commissioner, may become so worn out, broken or useless as to be unfit to be repaired, are to be removed and other lanterns, cross-heads and lamp-irons, substituted in lieu thereof, and mantle lamps substituted for open flame lamps, if required, by the Contractor as noted in the proposals.

15. All supplies, which under this agreement, may be required

to be furnished by the party of the first part, will be so furnished, but the cartage thereof shall be done by the Contractor.

16. Subject to the provisions of section 469 of the Greater New York Charter, the Contractor will, upon being required so to do by the party of the first part, erect new lamps in and along any or all the streets, avenues and public places within the limits aforesaid or adjacent thereto, of the districts for which the bid is made, and will light and connect such gas lamps to the standpipes of the lamp-posts of the City or the Contractor for supply of gas, when ordered so to do by the Commissioner.

17. The Commissioner may determine and designate in any locality, after the estimates are opened, what illuminating material shall be used in the public lamps, or any number of them, in such locality, during the period above-mentioned; also upon such determination to decline any estimate or part thereof for lighting such locality with illuminating material other than that so determined upon.

8152 18. If the requirements of The City, under this contract, includes any lamps not erected and connected at the time of the making such estimate or bid, thirty days from the date of the execution of this agreement, and such further time as may be deemed reasonable by the Commissioner, will be allowed the Contractor in which to supply, erect and connect the lanterns on and to the standpipes of the gas lamp-posts. Such lamps and all such connections, material and labor shall be furnished by the Contractor without other expense to The City, except where such lamps of the open flame type belong to The City of New York, they will be furnished by said City to the Contractor and erected by him.

19. No payment on account of any such lamps will be made to the Contractor for the time so allowed, nor until the same shall have been put in complete service and connected with the mains or conductors of the Contractors for the supply of gas, nor will payment be made on account of supply of any lantern except for the time during which all the requirements herein mentioned shall have been fully performed in accordance with the specifications.

20. The Contractor shall indemnify and save The City harmless from any and all claims and suits for damages by reason of any infringement of patent rights in the use under this contract of any lantern or any burning appliances connected therewith, or for repairs or supplies to such lanterns or burning appliances.

21. In order that the Commissioner and his assistants may determine whether the gas lamps are lighted and extinguished in accordance with the time-table hereinbefore mentioned, the Contractor shall furnish to the Commissioner a map or maps showing the lamps in the district of each lamp-lighter, and designating

8153 the particular lamp at which each lighter commences to light, and also the lamp at which he completes the lighting: and in extinguishing the lamps the lamp-lighter shall begin and finish at the same lamps as are designated for beginning and finishing the lighting; and the Contractor shall notify the Commissioner of any change which may be made in the beginning and finishing points on any lamp district during the term of this contract. The

Contractor shall furnish to the Commissioner a report daily and also weekly, stating therein the number and location of all new lamps fitted up and lighted, of all lamps relighted, and of lamps discontinued during the preceding day and week. Nothing herein contained shall be construed or deemed as granting to the Contractor any sole or exclusive right or privilege, or as preventing the party of the first part from granting the like privileges as are hereby given to the Contractor, to any other company, persons or parties whatsoever, or as preventing any person or persons, residing in or adjacent, or near to any of the said streets, avenues, or public places, or parts thereof, from erecting, in or upon his or their own premises, any building or apparatus, to light with gas or other illuminant his or their own house, store, manufactory or premises.

8154 TIME TABLE

FOR LIGHTING AND EXTINGUISHING PUBLIC GAS LAMPS FOR THE YEAR 1906.

Date.		From time given. Complete lighting in one hour.	Complete extinguishing in 50 minutes.	Hours. per night.	Hours per week.	Hours per month.
January	1....	4.12 P. M.	6.27 A. M.	14.15	99 45	
	8....	4.22	6.22	14.00	98.00	
	15....	4.32	6.17	13.45	96.15	
	22....	4.42	6.12	13.30	94.30	
	29....	4.47	6.07	13.20	93.20	
						481.50
February	5....	4.57	6.02	13 05	91.35	
	12....	5.07	5.57	12.50	51.20 (4 days)	
	16....	5.07	5.52	12.45	38.15 (3 ")	
	19....	5.17	5.47	12.30	50.00 (4 days)	
	23....	5.17	5.42	12.25	37.15 (3 ")	
	26....	5.22	5.32	12.10	48.40 (4 days)	
						317.05
March	2....	5.22	5.27	12.05	36.15 (3 days)	
	5....	5.32	5.17	11.45	82.15	
	12....	5.42	5.07	11.25	79.55	
	19....	5.52	4.57	11.05	77.35	
	26....	5.57	4.47	10 50	75.50	
						351.50
April	2....	6.07	4.37	10.30	42.00 (4 days)	
	6....	6.07	4.32	10.25	31.15 (3 ")	
	9....	6.17	4.22	10.05	70.35	
	16....	6.27	4.17	9.50	29 30 (3 days)	
	19....	6.27	4.12	9.45	39.00 (4 ")	
	23....	6.37	4.02	9 25	65.55	
	30....	6.47	3.52	9.05	63.35	
						341.50
May	7....	6 57	3.42	8.45	35.00 (4 days)	
	11....	6.57	3.37	8 40	26.00 (3 ")	
	14....	7.07	3.27	8.20	58.20	
	21....	7.12	3.22	8.10	57.10	
	28....	7.12	3.17	8.05	56.35	
						233.05
June	4....	7.17	3.12	7.55	55.25	
	11....	7.17	3.07	7.50	54.50	
	18....	7.22	3.07	7.45	54.15	
	25....	7.27	3.07	7.40	53.40	
						218.10

July	2..	7.22	3.07	7.45	54.15	
	9....	7.17	3.12	7.55	55.25	
	16....	7.12	3.17	8.05	56.35	
	23....	7.07	3.22	8.15	57.45	
	30....	7.02	3.27	8.25	58.55	
						282.55
August	6....	6.57	3.37	8.40	60.40	
	13....	6.47	3.47	9.00	63.00	
	20....	6.37	3.52	9.15	64.45	
	27....	6.27	3.57	9.30	66.30	
						254.55
8155						
September	3....	6.17	4.07	9.50	39.20 (4 days)	
	7....	6 12	4.07	9.55	29 45 (3 ")	
	10....	6.02	4.17	10.15	71.45	
	17....	5.52	4.27	10.35	42.20 (4 days)	
	21....	5.47	4.27	10.40	32.00 (3 ")	
	24....	5.37	4.37	11 00	44.00 (4 days)	
	28....	5.32	4.37	11.05	33.15 (3 ")	
						292.25
October	1....	5.22	4.42	11.20	79.20	
	8....	5.12	4.52	11.40	58.20 (5 days)	
	13....	5 07	4.52	11.45	23 30 (2 ")	
	15....	4.57	5 02	12.05	84.35	
	22....	4.47	5.07	12.20	86.20	
	29....	4.37	5.17	12.40	88.40	
						420.45
November	5....	4.27	5.27	13.00	91.00	
	12....	4.17	5.32	13.15	92.45	
	19....	4.12	5.42	13.30	94.30	
	26....	4 07	5.52	13.45	96.15	
						374.30
December	3....	4.02	5.57	13.55	97.25	
	10....	3.57	6.07	14.10	99.10	
	17....	3.57	6.17	14.20	100.20	
	24....	4.02	6.22	14.20	28.40 (2 days)	
	26....	4.07	6.22	14.15	71.15 (5 ")	
	31....	4.12	6.27	14.15	14.15 (1 day)	
						411.05
						3980.25
Deduct, on account of 50 minutes extinguishing time....						30.25
Total number of hours burning.....						3950.

NEW YORK, *January 20th*, 1906.

The above time table will show the time for lighting and extinguishing public gas lamps for the year 1906, all lamps to be lighted within one hour from the time of beginning to light, and extinguished within fifty minutes of the time of beginning to extinguish.

WM. B. ELLISON,
Commissioner Dept. of Water Supply, Gas and Electricity.

C. F. LACOMBE,
Chief Engineer of Light and Power.

Endorsed: The City of New York, Department of Water Supply, Gas and Electricity. Contract. For Furnishing Gas Lamps, etc., on the Streets, and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the same, and also Lamps belong-

ing to The City, supplying New Lamps when required, and
8156 for furnishing Burners and appliances for Improved System of Lighting on Streets, Avenues, Parks and Public Places in the Borough of Manhattan, in The City of New York, for the term of this Contract, from February 1st, 1906, to December 31, 1906, both inclusive. Consolidated Gas Co. of New York, Contractor. Dated May 14th, 1906. Assigned to..... Approved as to form. John L. O'Brien, Ass't Corporation Counsel. Dated ....., 190..

CITY'S EXHIBIT 7A.

No. 3.

THE CITY OF NEW YORK.

DEPARTMENT OF

WATER SUPPLY, GAS AND ELECTRICITY.

BID OR ESTIMATE.

For Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining such Lamps, and also Lamps belonging to The City, Supplying New Lamps when Required, and for Furnishing Burners and Appliances for Improved Systems of Lighting on Streets, Avenues, Parks and Public Places in the Borough of Bronx in The City of New York, for the Term of this Contract, from February 1st, 1906, to December 31, 1906, both inclusive.

Made this thirty-first day of January, 1906, by Consolidated Gas Co. of New York, No. 4 Irving Place, Borough of Manhattan, New York City.

8157 1. Consolidated Gas Co. of New York, do declare that the Consolidated Gas Company of New York is the only person, persons or corporation interested in this bid or estimate; and that no other person, persons or corporation than are herein named have any interest in this bid or estimate, or in the contract proposed to be taken.

2. It further declares that this bid or estimate is made without any connection with any other person, persons or corporation making a bid or estimate for the same work, and is in all respects fair and without collusion or fraud.

3. It further declares that no member of the Board of Aldermen, head of a department, chief of a bureau, deputy thereof, or clerk therein, or any other officer of The City of New York, is, shall be or become interested, directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in this bid or estimate, or in the performance of the contract, work or business to which it relates, or in any portion of the profits thereof.

4. It further declares that the names of the persons affixed to the consent hereto annexed were written by said persons respectively,

and that said persons are householders or freeholders in The City of New York, or duly authorized officers or agents of a guaranty or surety company duly authorized by law to act as surety.

5. It has examined the contract (including the specifications) for the supplies and work, in the form approved by the Corporation Counsel, and it will contract, in the form so approved, to perform and complete the work mentioned in said contract and specifications, and furnish the supplies on the following terms, viz.:

8158 OPEN FLAME GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CITY.

I. For maintaining, repairing and connecting ready for use the Public Lamps and for other fixtures or appliances for illuminating material for each open flame gas lamp, including the lighting, extinguishing, cleaning, repairing, reglazing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, repairing and replacing of cocks, tubes and burners, the replacing of cross-heads, lamp-irons and lanterns, which cross-heads, lamp-irons and lanterns now owned or hereafter acquired by The City will be furnished to the Contractor and put in place by him for the amount of this bid, for the term of this contract, in the Borough of Bronx, to wit.:

For furnishing all the above for each lamp, at each lamp, for 95 in number of same, the sum of Fifty cents Dollars ($00/50) per lamp per month.

For furnishing all the above for each lamp, at each lamp, for lamps in excess in number of same, the sum of Fifty cents Dollars ($00/50) per lamp per month.

MANTLE GAS LAMPS—LANTERNS OWNED OR FURNISHED BY THE CONTRACTOR.

III. For furnishing, maintaining, repairing and connecting, ready for use, each mantle gas lamp complete with improved burner appliances and incandescent mantles, including cocks, tubes, burners, mantles, globes, chimneys, rods, regulating apparatus, cross-heads and lamp-irons, necessary for each lamp to produce a light of not less than sixty (60) candle power, and also operating it. The operation and maintenance to include the lighting, extinguishing, cleaning, reglazing, repairing and painting of lanterns and lamp-irons, the painting of cross-heads, the furnishing, re-
8159 pairing and replacing of cocks, tubes, burner appliances, mantles, chimneys, globes, rods, regulating apparatus, lanterns, lamp-irons, frames and cross-heads thereto. All the above for each lamp to be furnished by the Contractor and erected by him as required by the term of this contract in the Borough of Bronx, to wit.:

For furnishing all the above for each lamp, at each lamp, for all such lamps in the Borough of Bronx, stated to be 6,013 in number of same, the sum of One 00/100 Dollars ($1.00) per lamp per month.

For furnishing all the above for each lamp, at each lamp, for lamps in excess in number of same, the sum of One 00/100 Dollars ($1.00) per lamp per month.

IV. For the erection of each new lamp-post, according to the specifications, furnished by The City of New York, replacing one not now owned by it, with cross-heads if required, all in place, including painting, the sum of Eight 00/100 Dollars ($8.00).

CONSOLIDATED GAS CO. OF NEW YORK,
By W. R. ADDICKS, *Vice-President.* [L. S.]

8160 THE CITY AND STATE OF NEW YORK,
County of New York, ss:

W. R. Addicks, being duly sworn, says for himself, that the several matters stated in the above estimate are in all respects true.

W. R. ADDICKS.

Subscribed and sworn to before me this 31st day of January, A. D. 1906.

WALLACE YOUNG,
Notary Public, Kings County,
or Commissioner of Deeds.

Certificate filed in N. Y. County.

SURETIES' AGREEMENT.

In Consideration of the premises, and of One Dollar to us and each of us in hand paid by The City of New York, the receipt whereof is hereby acknowledged—

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made be awarded to the person, persons or corporation making the same, we will, upon its being so awarded, become bound as his, their or its sureties for its faithful performance; and if the said person, persons or corporation shall omit or refuse to execute such contract, if so awarded, and give the proper security within five days after the written notice that the same is ready for execution, we will pay, without proof of notice or demand, to the said The City of New York, or its successors, any difference between the sum to which such person, persons or corporation would be entitled upon the completion of such contract and the sum which The City of New York may be obliged to pay to the person, persons or corporation to whom the contract shall
8161 be awarded at any subsequent letting; the amount in each case to be calculated upon the estimated amount of the SUPPLIES and WORK by which the bids are tested.

In Witness Whereof, we have hereunto set our hands, this 1st day of February, one thousand nine hundred and six.

Name of first surety—

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.
By SYLVESTER J. O'SULLIVAN, *Manager.*

Attest:
GEO. E. HAYES,
Attorney in Fact.

The adequacy and sufficiency of the above-named sureties approved.

Dated this — day of May, 1906.

N. T. PHILLIPS,
Deputy & Acting Comptroller.

THE CITY AND STATE OF NEW YORK, *County of* ——, *ss:*

The above-named —— —— being duly sworn, says that he is a householder or freeholder in The City of New York, and is worth the sum of —— Dollars ($—), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the
8162 bond required by law.

Subscribed and sworn to before me, this — day of ——, A. D. 190–.

——,
Notary Public or Commissioner of Deeds.

THE CITY AND STATE OF NEW YORK,
County of New York, ss:

The above-named —— —— being duly sworn, says that he is a householder or freeholder in The City of New York, and is worth the sum of —— Dollars ($—), being the amount of the security required for the completion of the contract above referred to, over and above all his debts of every nature, *and over and above his liabilities as bail, surety and otherwise;* that he has offered himself as a surety in good faith, and with an intention to execute the bond required by law.

Subscribed and sworn to before me, this — day of ——, A. D. 190–.

——,
Notary Public or Commissioner of Deeds.

8163 STATE OF NEW YORK, *County of New York, ss:*

On the ..... day of ..... in the year .... before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he was manager of the United States Fidelity and Guaranty Company, the corporation described in, and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. And the said Sylvester J. O'Sullivan further said that he was acquainted with George E. Hayes, and knew him to be the Attorney-in-Fact of said Company; that the signature of the said George E. Hayes, subscribed to the foregoing instrument, was in the genuine handwriting of said

George E. Hayes, and was subscribed thereto by like order of said Board of Directors, and in presence of him, the said Sylvester J. O'Sullivan.

LOUIS B. CAZIARC,
Commissioner of Deeds, City of New York.

8164

STATEMENT.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY.

HOME OFFICE. BALTIMORE, MD.

At the Close of Business, June 30, 1905.

Commenced Business August 1, 1896.

ASSETS.

Real Estate	$404,286.56	
Baltimore City, State & Municipal Bonds	1,667,008.81	
United States Bonds	83,200.00	
Railroad and Other Bonds	127,050.00	
Bank Stocks	68,150.00	
Railroad Stocks	43,780.00	
Cash in Banks and Home Office	519,785.88	
Premiums Due from Agents, Less Commissions	358,252.49	
Loans on Mortgages	11,600.00	
Loans on Collateral	38,518.50	
Advances % Contracts Secured	119,046.34	
Interest Due and Accrued	31,595.99	
Due for Subscriptions Dept. Guaranteed Attorneys	29,177.45	
		$3,501,452.02

8165

LIABILITIES.

Capital Stock Paid in Cash	$1,700,000.00	
Premium Reserve	1,122,841.76	
Reserve for Unadjusted and Resisted Claims	251,038.89	
Collateral Deposits	80,053.47	
Surplus and Undivided Profits	347,517.90	
		$3,501,452.02

STATE OF NEW YORK, *County of New York, ss:*

George E. Hayes, being duly sworn, says that he is Attorney-in-Fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said Company, as of June 30, 1905.

GEORGE E. HAYES. (Signed.)

Subscribed and sworn to before me, this 1st day of February, 1906.

(Signed) LOUIS B. CAZIARC,
Commissioner of Deeds, City of New York.

Indorsed: The City of New York, Department of Water Supply, Gas and Electricity. Bid or Estimate for Furnishing Gas Lamps, etc., on the Streets, etc., and for Connecting, Lighting, Extinguishing, Cleaning, Repairing and Maintaining the Same and also
8166 Lamps belonging to The City, Supplying New Lamps, when required, and for Furnishing Burners and Appliances for Improved Systems of Lighting on Streets, Avenues, Parks and Public Places, in the Borough of Bronx, in The City of New York, for the term of this contract, from February 1st, 1906, to December 31, 1906.

(Here follow City's Exhibits 47, 51 and 54, marked pp. 8167, 8168, and 8169.)

AVERAGE CANDLE POW

Days.	Jan.	Feb.	Mar.	Apr.	May	Ju
1	..	..	..	..	..	
2	..	..	..	..	..	
3	..	..	..	..	..	
4	..	..	..	..	..	
5	..	..	..	..	..	
6	20.78	..	..	22.44	20.94	
7	22.01	..	..	..	..	2
8	..	..	..	23.01	..	
9	..	..	19.86	..	..	
10	..	22.79	22.29	..	..	
11	..	20.45	..	..	..	
12	21.12	..	..	..	..	
13	..	..	..	..	22.13	
14	22.14	..	..	20.91	..	
15	..	..	..	24.39	..	
16	..	22.79	19.50	..	..	2
17	..	20.48	..	..	..	2
18	22.19	..	22.39	..	..	
19	..	..	..	..	..	
20	20.76	..	..	..	21.92	2
21	..	..	..	..	..	
22	..	..	..	21.94	..	
23	..	22.60	23.55	..	..	
24	..	20.76	21.03	..	..	2
25	20.68	..	..	..	..	
26	..	..	..	..	21.89	
27	24.01	21.70	..	..	..	
28	..	19.54	..	..	..	2
29	..	..	..	21.25	..	2
30	23.40	..	..	..	..	
31	20.42	..	21.69	..	21.88	
Avg.	21.75	21.39	21.47	22.32	21.75	23

CITY'S EXHIBIT 47.

AVERAGE CANDLE POWER OF GAS DELIVERED BY CONSOLIDATED GAS CO. IN 1905.

ATTESTED BY CHIEF EXAMINER E. G. LOVE.

Mar.	Apr.	May	June		July	Aug.	Sept.	Oct.	Nov.	Dec.		Days.
..	..	..	..	..	24.86	24.97	24.19	..	23.68	23.78	..	1
..	..	..	..	..	..	25.23	23.60	23.76	23.56	23.82	..	2
..	..	..	..	..	25.32	24.81	..	24.05	24.09	..	..	3
..	..	..	..	..	..	25.56	..	24.46	24.14	22.86	..	4
..	..	..	..	..	24.96	15.21	23.60	24.94	..	22.83	..	5
..	22.44	20.94	..	..	24.53	..	23.62	23.73	23.64	22.45	..	6
..	..	..	21.15	..	24.81	25.66	24.40	23.16	..	23.34	..	7
..	23.01	..	..	For first	25.21	25.36	24.05	..	24.09	23.94	For last	8
19.86	..	..	..	six months	..	24.85	23.74	23.77	23.69	24.21	six months	9
22.29	..	..	..	required	25.35	24.77	..	23.65	23.28	..	required	10
..	..	..	..	by law 20	25.17	24.50	23.74	24.22	23.47	24.36	by law 22	11
..	..	..	..	candles	25.56	24.84	23.90	23.60	..	23.98	candles.	12
..	..	22.13	..	..	25.33	..	23.64	23.77	24.80	25.05	..	13
..	20.91	..	..	..	25.42	23.81	22.77	23.94	23.61	24.95	..	14
..	24.39	..	..	..	25.00	24.24	23.04	..	24.74	23.42	..	15
19.50	..	..	23.76	..	..	23.73	23.74	24.23	25.36	24.16	..	16
..	..	..	23.16	..	25.04	23.83	..	24.14	23.91	..	..	17
22.39	..	..	..	..	25.80	23.90	23.54	24.10	24.51	24.46	..	18
..	..	..	..	..	25.62	23.45	23.83	24.05	..	24.09	..	19
..	..	21.92	24.08	..	24.79	..	23.12	23.70	23.01	24.32	..	20
..	..	..	..	..	24.99	23.83	23.91	22.91	23.66	24.79	..	21
..	21.94	..	..	..	25.11	24.31	24.07	..	23.91	24.62	..	22
23.55	..	..	..	..	..	24.62	23.63	23.74	24.24	24.11	..	23
21.03	..	..	24.24	..	24.61	24.58	..	23.76	24.34	..	..	24
..	..	..	..	..	25.05	24.26	23.13	23.69	25.08	..	..	25
..	..	21.89	..	..	24.96	23.98	23.18	23.71	..	24.35	..	26
..	..	..	..	..	25.13	..	23.36	..	24.45	23.97	..	27
..	..	..	22.66	..	25.43	23.42	24.13	23.48	24.10	24.09	..	28
..	21.25	..	24.13	..	24.98	22.96	23.73	..	24.90	24.88	..	29
..	..	..	..	..	..	24.10	23.94	23.59	..	24.70	..	30
21.69	..	21.88	..	..	24.56	24.24	..	23.24	..	..	—	31
21.47	22.32	21.75	23.31	22.00	25.10	24.41	23.66	23.82	24.09	24.06	24.19	Avg.

CITY'S EXHIBIT 51—OCTOBER 2, 1906.

TESTIMONY, PAGE 40 (QUESTION 65).

RECALCULATION OF COST OF GAS MAINS OF THE CONSOLIDATED GAS COMPANY SHOWING COST OF ONE PIPE REPLACING TWO PIPES OF SAME CAPACITY (SEE CHART).

Size in inches.	Number of feet.	Cost per foot cobble pavement.	Total cost.	Total cost minus 15 per cent. contractor's profit.	Single Pipe Substituted. Size in inches.	Number of feet.	Cost per foot cobble pavement.	Total cost	Total cost minus 15 per cent contractor's profit.
1½in	1,407	No value			1½in	1,407	No value		
2in	No mains	$ .925			3in		$1.07		
3in	84,546	1.07	$90,464.22	$76,894.59	5in	42,273	1.42	$60,027.66	$51,023.51
4in	557,469	1.22	680,112.18	578,095.25	6in	278,734.5	1.625	452,943.56	385,002.03
5in	1,799	1.42	2,554.58	2,171.39	8in	899.5	2.095	1,884.45	1,601.78
6in	2,129,088	1.625	3,459,768.00	2,940,802.80	10in	1,064,544	2.41	2,565,551.04	2,180,718.38
8in	528,040	2.095	1,106,243.80	940,307.23	12in	264,020	2.937	775,426.74	659,112.73
10in	71,286	2.41	171,799.26	146,029.37	16in	35,643	3.78	134,730.54	114,520.96
12in	321,536	2.937	944,351.23	802,698.55	18in	160,768	4.28	688,087.04	584,873.99
16in	98,901	3.78	373,845.78	317,768.91	24in	49,450.5	5.645	279,148.07	237,275.86
18in	29,633	4.28	126,829.24	107,804.85	30in	14,816.5	7.71	114,235.21	97,099.93
20in	178,803	4.757	850,565.87	722,980.99	30in	89,401.5	7.71	689,285.57	585,892.73
24in	45,956	5.645	259,421.62	220,508.38	36in	22,978	9.695	222,771.71	189,355.95
30in	131,583	7.71	1,014,504.93	862,329.19	42in	65,791.5	12.495	822,064.79	698,755.07
36in	22,242	9.695	215,636.19	183,290.76	48ir	11,121	15.86	176,379.06	149,922.20
Total	4,202,289		$9,296,096.90	$7,901,682.26	Total	2,101,848		$6,982,535.44	$5,935,155.12

CITY'S EXHIBIT 51—OCTOBER 2, 1906.

TESTIMONY, PAGE 40 (QUESTION 65).

RECALCULATION OF COST OF GAS MAINS OF THE CONSOLIDATED GAS COMPANY SHOWING COST OF ONE PIPE REPLACING TWO PIPES OF SAME CAPACITY (SEE CHART).

					Single Pipe Substituted.				
Size in inches.	Number of feet.	Cost per foot cobble pavement.	Total cost.	Total cost minus 15 per cent. contractor's profit.	Size in inches.	Number of feet.	Cost per foot cobble pavement.	Total cost	Total cost minus 15 per cent contractor's profit.
1½in	1,407	No value			1½in	1,407	No value		
2in	No mains	$ .925			3in		$1.07		
3in	84,546	1.07	$90,464.22	$76,894.59	5in	42,273	1.42	$60,027.66	$51,023.51
4in	557,469	1.22	680,112.18	578,095.25	6in	278,734.5	1.625	452,943.56	385,002.03
5in	1,799	1.42	2,554.58	2,171.39	8in	899.5	2.095	1,884.45	1,601.78
6in	2,129,088	1.625	3,459,768.00	2,940,802.80	10in	1,064,544	2.41	2,565,551.04	2,180,718.38
8in	528,040	2.095	1,106,243.80	940,307.23	12in	264,020	2.937	775,426.74	659,112.73
10in	71,286	2.41	171,799.26	146,029.37	16in	35,643	3.78	134,730.54	114,520.96
12in	321,536	2.937	944,351.23	802,698.55	18in	160,768	4.28	688,087.04	584,873.99
16in	98,901	3.78	373,845.78	317,768.91	24in	49,450.5	5.645	279,148.07	237,275.86
18in	29,633	4.28	126,829.24	107,804.85	30in	14,816.5	7.71	114,235.21	97,099.93
20in	178,803	4.757	850,565.87	722,980.99	30in	89,401.5	7.71	689,285.57	585,892.73
24in	45,956	5.645	259,421.62	220,508.38	36in	22,978	9.695	222,771.71	189,355.95
30in	131,583	7.71	1,014,504.93	862,329.19	42in	65,791.5	12.495	822,064.79	698,755.07
36in	22,242	9.695	215,636.19	183,290.76	48in	11,121	15.86	176,379.06	149,922.20
Total	4,202,289		$9,296,096.90	$7,901,682.26	Total	2,101,848		$6,982,535.44	$5,935,155.12

1198c

CITY'S EXHIBIT 54.

"REPORT OF THE BUREAU OF LAMPS AND GAS, JANUARY 17TH, 1881."

EXHIBIT "F."

Pressure on Public Lamps of the Several Gas Companies, as Reported in Tenths of Inches by the Lamp Pressure Registers.

Where taken.	Distance Miles.	Elevation above mean high water. Feet.	Hour. 4 P. M.	5 P. M.	6 P. M.	7 P. M.	8 P. M.	9 P. M.	10 P. M.	11 P. M.	12 P. M.	1 A. M.	2 A. M.	3 A. M.	4 A. M.	5 A. M.	6 A. M.	7 A. M.
New York Gas Company—																		
Corner Grand and Gouverneur Streets....	1.80	34	18	15	18	16	16	16	16	16	16	16	16	15	15	17	17	16
Corner Whitehall and State Streets.....	2.86	9	11	8	10	10	10	11	11	11	11	10	11	12	11	12	12	12
Manhattan Gas Company—																		
Corner Irving Place and 15th Street	.75	36.67	15	21	19	20	21	21	19	17	15	15	15	15	16	16	15	15
Corner Grand and Centre Streets.....	1.83	21	12	17	14	16	16	16	16	14	13	13	12	12	12	13	13	13
Metropolitan Gas Company—																		
Corner Eighth Avenue and 35th Street...	.79	31	12	15	15	15	15	15	15	12	10	8	8	8	8	8	9	9
79th Street, between Second and Third Avenues	3.33	50	13	20	19	19	19	17	15	14	12	10	11	11	10	10	9	11
New York Mutual Gas Company—																		
Corner Fourth Avenue and 16th Street...	1.20	38.87	22	25	25	27	24	23	23	23	21	23	21	21	21	22	21	20
Corner Eighth Avenue and 53d Street....	3.63	64	20	20	20	22	20	19	20	20	19	20	18	18	18	18	17	17
Harlem Gas Company—																		
Corner Third Avenue and 114th Street...	.41	18	11	31	28	28	..	..	..	..	14	14	14	14	17	17	17	13
Fort Washington Depot Road.....	4.55	96	40	34	31	26	26	26	26	26	25	25	25	25	25	25	25	26

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CITY'S EXHIBIT 49.

APPENDIX "F."

POOLING AGREEMENT AND APPORTIONMENT TABLES.

Memorandum for Pooling the Business of the Gas-Light Companies of this City, Preliminary to Negotiations for Consolidation.

On all sales by each company, the sum of one dollar and twenty-five cents ($1.25) per thousand cubic feet, to be set apart and form a general pool (to be divided every three (3) months under the direction of a committee to be appointed for that purpose, in the proportion of the actual sales made by each company, during the three (3) months, to wit: December, 1879, January and February, 1880.

The sales by the Knickerbocker Gas-light Company, however, for said three months, to be estimated and taken at the fixed amount of fifty-one millions, seven hundred and twenty-three thousand (51,723,000) cubic feet.

The price of gas to all private consumers to be two dollars and twenty-five cents ($2.25) per thousand cubic feet, except in the case of contracts now existing.

There shall be no canvassing or soliciting of customers.

There shall be no gas given away and no special inducements offered consumers.

A committee, of which one member shall be appointed by each company, shall supervise and decide all matters arising between the companies, in their relations to the pool, and shall superintend the distribution of the moneys pooled among the several companies entitled thereto, and make such regulations as shall be necessary for that purpose.

8171 For two (2) years from this date the Metropolitan Gas-light Company only to lay mains in the district between thirty-fourth (34th) street and Seventy-ninth (79th) street, Hudson and East rivers, but not where mains are already laid. After two (2) years from this date no company is to lay any mains in any street or avenue in which there are mains laid; it being the intention that no competing mains be laid.

The above to be continued for five (5) years, unless sooner terminated by consolidation.

Dated NEW YORK, *April* 5, 1880.

MANHATTAN GAS-LIGHT COMPANY,
(Signed) By CHARLES ROOME, *President.*

MUNICIPAL GAS-LIGHT COMPANY,
(Signed) By CHAS. G. FRANCKLYN, *President.*

KNICKERBOCKER GAS-LIGHT COMPANY,
(Signed) By H. E. GAWTRY, *President.*

THE N. Y. MUTUAL GAS-LIGHT COMPANY,
(Signed) By JOHN P. KENNEDY, *President.*

THE MET. GAS-LIGHT CO. OF CITY OF N. Y.,
(Signed) By O. ZOLLIKOFFER, *President.*

N. Y. CITIZENS' GAS-LIGHT COMPANY,
(Signed) By C. K. GARRISON, *President.*
THE NEW YORK GAS-LIGHT COMPANY,
(Signed) By THOMAS K. LEES, *President.*
HARLEM GAS-LIGHT COMPANY,
(Signed) By ROB'T W. RODMAN, *Vice-Prest.*

8172 The distribution of moneys pooled under the foregoing agreement was made from time to time under the directions of the pooling committee according to the following:

TABLE showing the rate of each company's sales to the whole amount sold in the months of December, 1879, *January and February,* 1880.

COMPANY.	Gas Sold.	Ratio per cent.
New York	180,651,877	14.680197
Manhattan	326,901,520	26.564788
Mutual	200,783,281	16.316122
Municipal	201,930,746	16.409368
Metropolitan	207,944,186	16.898034
Harlem	60,647,490	4.928358
Knickerbocker	51,723,000	4.203133
Total	1,230,582,100	100.

8173 CITY'S EXHIBIT 53.

Oct. 3, 1906.

REESON'S COMPLETE GAS & WATER ACTS, 1817-1902 WITH FULL INDEX.

Page 219.

ACCOUNTS.

"35. The Undertakers shall fill up and forward to the local authority of every district within the limits of the special Act, on or before the twenty-fifth day of March in each year, an annual statement of accounts, made up to the thirty-first day of December then next preceding, as near as may be in the form and containing the particulars specified in the Schedule B. to this Act annexed.

The Undertakers shall keep copies of such annual statement at their office, and sell the same to any applicant at a price not exceeding one shilling per each such copy.

The Board of Trade, with the consent of the Undertakers, may alter the said forms for the purpose of adapting them to the circumstances of the undertaking, or of better carrying into effect the objects of this section.

In case the Undertakers make default in complying with the provisions of this section they shall be liable to a penalty not exceeding forty shillings for each day during which such default continues."

"SCHEDULE B.

FORM OF ANNUAL ACCOUNTS.

THE GAS COMPANY,

Year ended 31st December, 18

A.—STATEMENT OF SHARE CAPITAL,

On the 31st December, 18

1.	2.	3.	4.	5.	6	7.	8.	9
Description of capital.	Maximum dividend authorized.	Number of shares issued	Nominal amount of share.	Called up per share	Total paid up.	Amount issued but not paid up.	Remaining to be issued.	Total amounts authorized.

B.—STATEMENT OF LOAN CAPITAL,

On the 31st December, 18

1.	2.	3	4	5.
Description of loan (mortgage, bond, debenture, stock, &c.)	Rate per cent. of interest.	Total amounts borrowed at 31st December, 18	Remaining to be borrowed.	Total amounts authorized

Total share capital paid up (See A).....£

Do loan do borrowed (See B).....£

Total capital received.....£

1903

8174

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C.—CAPITAL ACCOUNT,
For the Year Ended 31st December, 18

	Expenditure to 31st December, 18 £. s. d.	Expended this year. £. s. d.	Total to 31st December, 18 £. s. d.		Certified receipts 31st December, 18 £. s. d.	Received during year. £. s. d.	Total receipts to 31st December, 18 £. s. d.
1. To expenditure to 31st December, 18 *Since that date.*				1. By ordinary shares of £ each			
2. To lands acquired, including law charges				2. By ditto of £ each			
3. To new buildings, manufacturing plant, machines, storage works, and other structures constructed with manufacture.				3. By preference shares of £ each			
4. To new mains and service pipes (not being in place of old ones), including laying same				4. By debenture stock			
Paving, and other works connected with distribution							
5. To new meters (not in place of old ones), including fixing				5. By mortgages and bonds			
6. To cost of promoting special Act...				6. By amount received in anticipation of calls			
7. To special items (if any)							

Total expenditure ..... £
To balance of capital account ..... £
Total ..... £

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D.—REVENUE ACCOUNT,

For the Year Ended 31st December, 18

To Manufacture of Gas:	£. s. d.	£. s. d.	By Sale of Gas:	£. s. d.	£. s. d.
1. Coals, including dues, carriage, unloading, and all expenses of depositing same on works.....			1. Common gas (cubic feet), at per 1,000 cubic feet.....		
2. Purifying materials, oil, water, and sundries at works.			2. Cannel gas (cubic feet), at per 1,000 cubic feet.....		
3. Salaries of engineers, including chief engineer (if any), superintendents, and officers at works.....			3. Public lighting and under contracts.....		
4. Wages and gratuities at works			4. Rental of meter.....		
5. Repairs and maintenance of works and plant (including renewal of retorts), machines, apparatus, tools, material and labor.....£			By Residual Products: 5. Coke, less labor and cartage		
Less old material sold....£					
To Distribution of Gas: 6. Salaries of surveyor, chief inspector, inspectors, assistant inspectors, and clerks in light office.....			6. Breeze, less labor and cartage		
7. Repair, maintenance, and renewal of mains, and of service pipes, including materials, laying and paving, and labor.			7. Tar, less labor and cartage		
8. Repairing, renewing, and refixing meters.....			8. Ammonical liquor, less labor and cartage.....		
To Public Lamps: 9. Lighting and repairing..					
To Rents, Rates and Taxes: 10. Rents					
11. Rates and Taxes.....					
To Management: 12. Directors' allowances..					
13. Salaries of secretary, accountant, and clerks, office keepers, and messengers.....			9. By rents.....		
14. Collectors' commission or salaries			10. By transfer fees.....		
15. Stationery an printing.			By other items (if any)		
16. General establishment charges and incidentals.....					
17. Auditor					
To Law and Parliamentary					

PAGE BOUND VERTICAL IN BOOK

water, and sundries at works.			cubic feet), at per 1,000 cubic feet.....		
3. Salaries of engineers, including chief engineer (if any), superintendents, and officers at works.....			3. Public lighting and under contracts.....		
4. Wages and gratuities at works			4. Rental of meter.....		
			By Residual Products:		
5. Repairs and maintenance of works and plant (including renewal of retorts), machines, apparatus, tools, material and labor.....£			5. Coke, less labor and cartage		
Less old material sold....£					
To Distribution of Gas:					
6. Salaries of surveyor, chief inspector, inspectors, assistant inspectors, and clerks in light office.....			6. Breeze, less labor and cartage		
7. Repair, maintenance, and renewal of mains, and of service pipes, including materials, laying and paving, and labor.			7. Tar, less labor and cartage		
8. Repairing, renewing, and refixing meters.....			8. Ammonical liquor, less labor and cartage.....		
To Public Lamps:					
9. Lighting and repairing..					
To Rents, Rates and Taxes:					
10. Rents					
11. Rates and Taxes.....					
To Management:					
12. Directors' allowances..					
13. Salaries of secretary, accountant, and clerks, office keepers, and messengers.....					
14. Collectors' commission or salaries			9. By rents.....		
15. Stationery an printing.			10. By transfer fees.....		
16. General establishment charges and incidentals.....			By other items (if any)		
17. Auditor					
To Law and Parliamentary Charges:					
18. Law					
19. Parliamentary (oppositions)					
20. To depreciation fund for works on leasehold lands (if any).....					
21. To bad debts.....					
To other items (if any)					
Total expenditure...					
Balance carried to Profit and Loss Account, E.....			Total receipts.....		

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5545
8176

E.—PROFIT AND LOSS ACCOUNT (NET REVENUE),

For the Year Ended 31st December, 18

Dr. **Cr.**

	£. s. d.		£. s. d.
1. To amount carried to Reserve Fund Account F (if any), from profits of 18		1. By balance of net profit brought from last account (31st December, 18)	
2. To Interest on temporary loans, and moneys received in anticipation of calls..		2. By amount drawn from reserved fund (if any).....	
3. To Ditto on mortgages and bonds accrued to 31st December, 18		Less dividend paid for the half year ended 31st December, 18	
4. To Ditto on debenture stock to ditto.		3. Balance brought from Revenue Account D, being profit for year to December, 18	
5. To half year's dividend on 1st preferential to 30th June, 18		4. Interest on moneys deposited.....	
6. To Ditto, 2nd preferential to ditto..			
7. To Ditto on ordinary shares at per cent.....			
To Balance of net profit to be carried to next account subject to half year's dividends to 31st December, 18			
£		£	

1205

8172

F.—RESERVED FUND ACCOUNT,

For the Year Ended 31st December, 18

	£. s. d.		£. s. d.
1. Amount (if any) carried to Profit and Loss Account (E) to make up deficiencies of dividends to 31st December, 18		1. By balance brought from last account	
2. Amount paid for extraordinary claim or demand (if any)		2. By balance brought from Profit and Loss Account (E)	
3. Amount of balance to be carried to next account		3. By interest on amount invested....	
£		£	

Like Accounts must be given for depreciation fund for works on leaseholds, if any.

G.—STATEMENT OF COALS,

During the Year Ended 31st December, 18

Description of coal.	In store 31st December, 18	Received during year.	Carbonized or used during year.	In store 31st December, 18
	Tons.	Tons.	Tons.	Tons.
Common				
Cannel				

H.—STATEMENT OF RESIDUAL PRODUCTS,

For the Year Ended 31st December, 18

Description of residual.	In store 31st December, 18 Estimated.	Made during year. Estimated.	Used in manufacture during year. Estimated.	Sold during year.	In store 31st December, 18 Estimated.
Coke—common, chaldrons of 36 bushels					
cannel					
Breeze					
Tar, gallons.....					
Ammonical liquor, butts of 108 gallons					

1207

8179

PAGE BOUND VERTICAL IN BOOK

I.—GENERAL BALANCE SHEET.

On December 31st, 18

Dr. Cr.

	£. s. d.		£. s. d.
1. To Capital Account—Balance at credit thereof (Account C)		1. By cash at bankers.....	
2. To Profit and Loss Account—Balance at credit thereof (Account E).....		2. By cash on deposit or at interest..	
3. To Reserved Fund—Balance at credit thereof (Account F).....		3. By coals for stock on hand, 31st December, 18	
4. Depreciation Fund (for works on leasehold lands)—Balance at credit thereof. (Account).....		4. By coke and breeze for stock on hand, 31st December, 18	
5. To Unpaid Dividends.....		5. By tar and other products for stock on hand, 31st December, 18	
6. To Interest accrued and unpaid on mortgages, bonds, and debenture stock, and other loans, to 31st December, 18		6. By sundry stores for stock on hand, 31st December, 18	
7. To Sundry tradesmen and others, for amount due for coals, stores, &c., to 31st December, 18		7. By gas and meter rental; balance of this account due to the company on 31st December, 18 , less deposits and prepayments	
8. To Wages and Contingencies—Amount due to 31st December, 18 ..		8. By coke and other residual.....	
To Other Items (if any).....		9. By sundry accounts.....	
		By Special items (if any), including investements	
£		£	

8180 1208

COMPLAINANTS EXHIBIT 48.

CONSOLIDATED GAS CO

MAPS OF REAL ESTATE

NEW YORK CITY - Corrected to July 1906

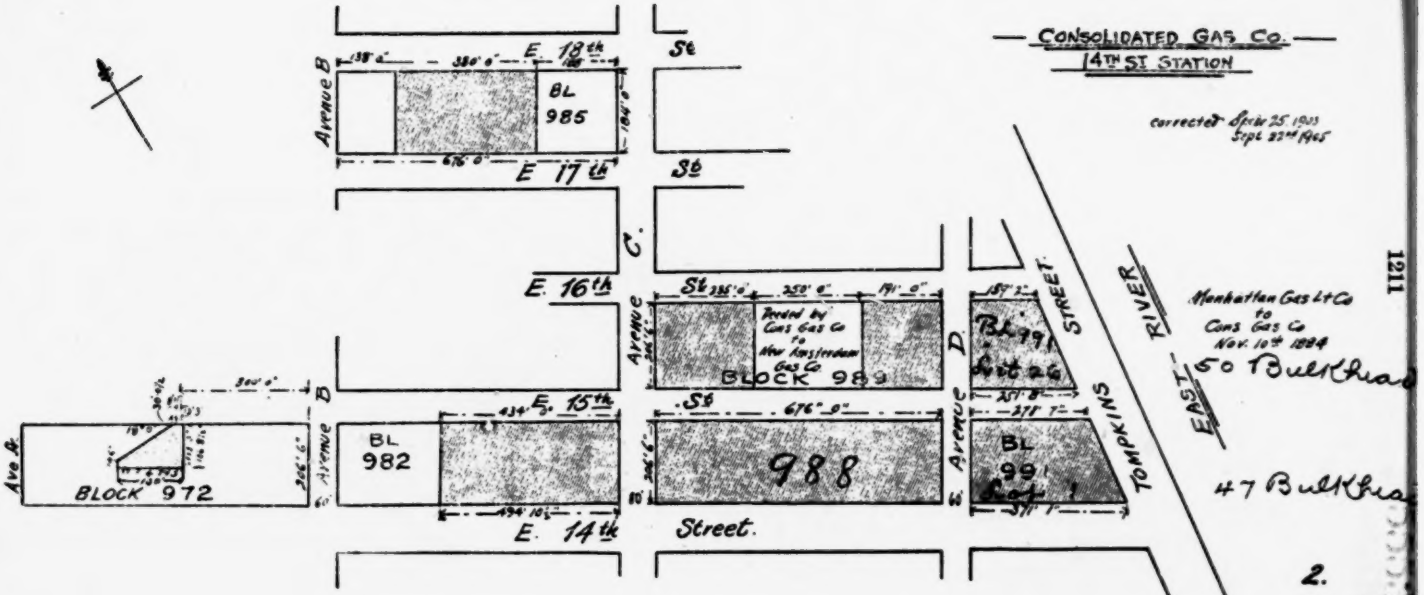
1 Hester St. Office
2 14 St. Station
3 18 St "
4 21 St. "
5 42 St. " & Shady Side
6 44 St "
7 63 St "
8 65 St. "
9 99 St. "
10 111 St. "
11 132 St "
12 Inwood "

1209

8181

CONSOLIDATED GAS CO

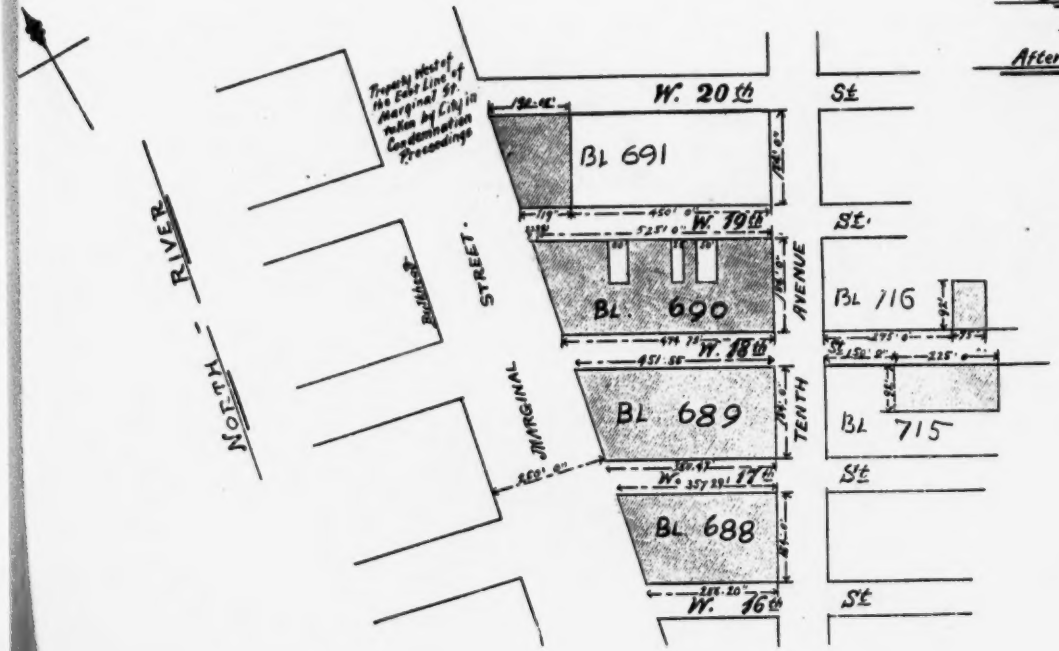
PROPERTY located on IRVING PL cor 15th St
- HESTER St cor Elizabeth
- 114th St cor THIRD AVE
- 116th St cor LEX AVE


CONSOLIDATED GAS CO.
14TH ST STATION
corrected Sptbr 25 1903
Sept 22nd 1905
Manhattan Gas Lt Co
to
Cons Gas Co
Nov. 10th 1884
50 Bulkhead
47 Bulkhead
2.
E. 18th St
E 17th St
E. 16th St
E. 15th St
E. 14th Street.
Avenue B
Avenue C.
Avenue D
Avenue A
BL 985
BL 982
BLOCK 972
BLOCK 989
988
BL 991
Lot 26
Lot 1
Deeded by Cons Gas Co to New Amsterdam Gas Co
TOMPKINS STREET
EAST RIVER
380' 0"
676' 0"
250' 0"
191' 0"
676' 0"
494' 10½"
300' 0"
206' 6"
184' 0"
371' 7"
278' 7"
251' 8"
159' 2"
80'
60'

8183

8184

CONSOLIDATED GAS CO
18TH ST STATION
After new Water Front Improvement
Aug 26. 1903.
corrected May 3/04



Manhattan Gas Lt Co
to
Cons. Gas Co
Nov. 10th 1884

3.

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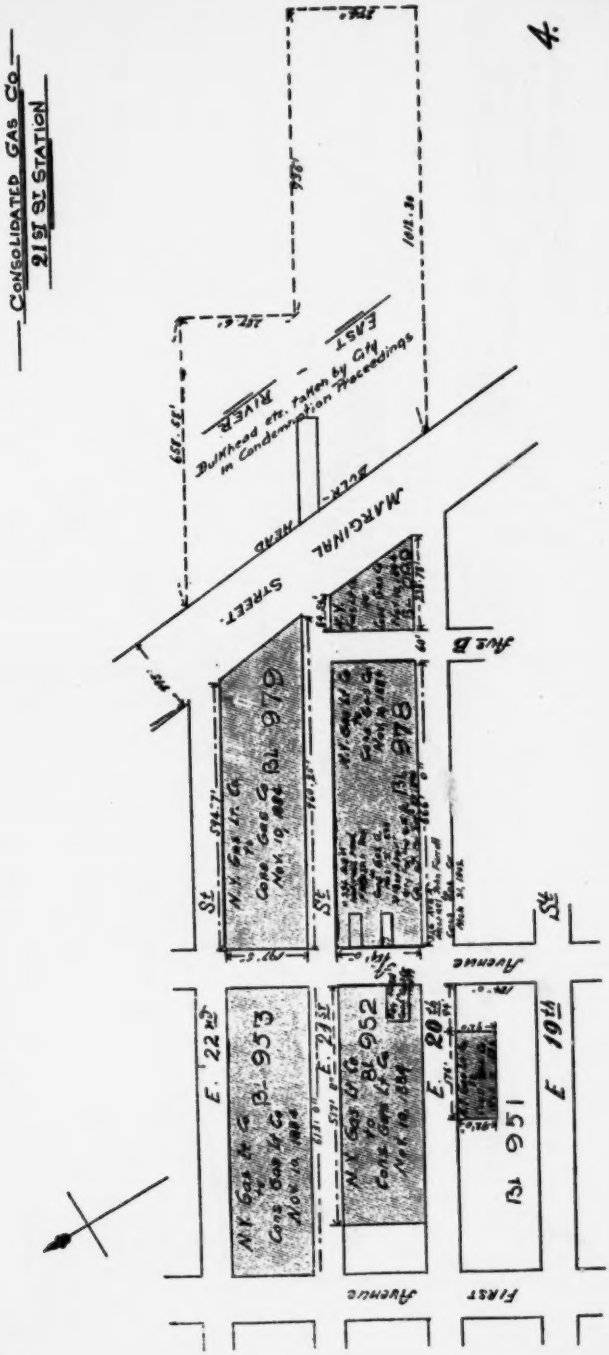

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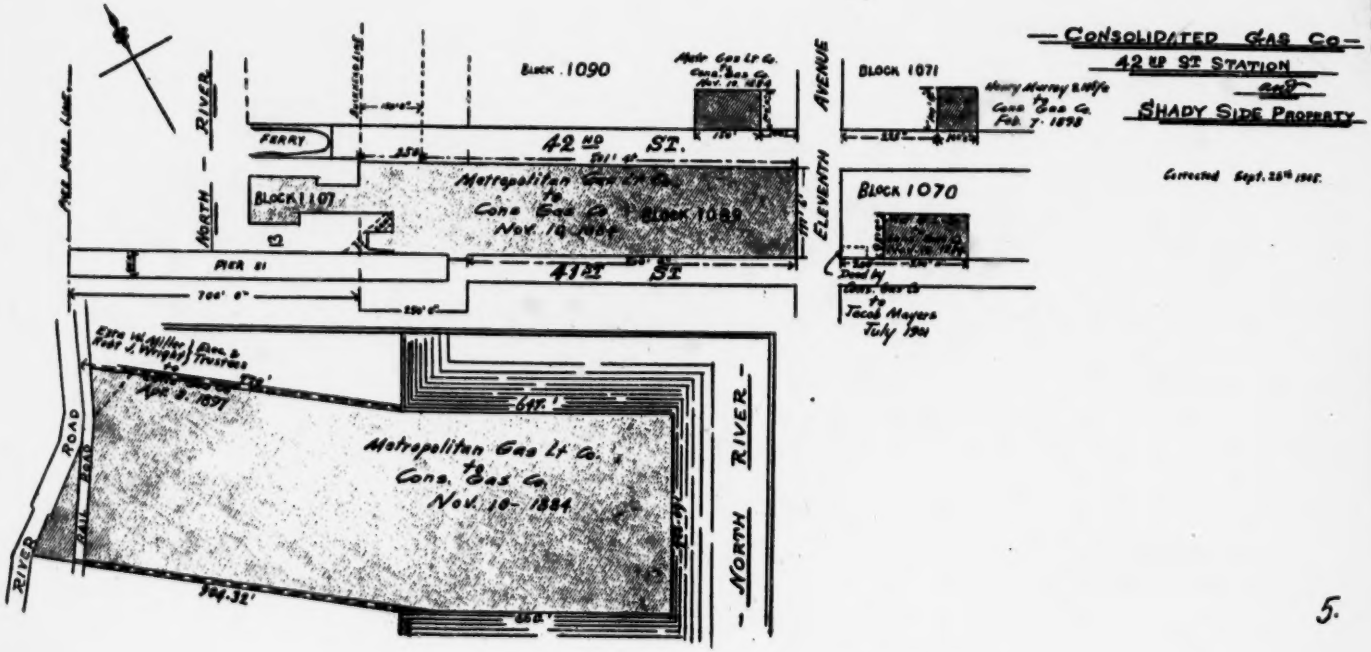
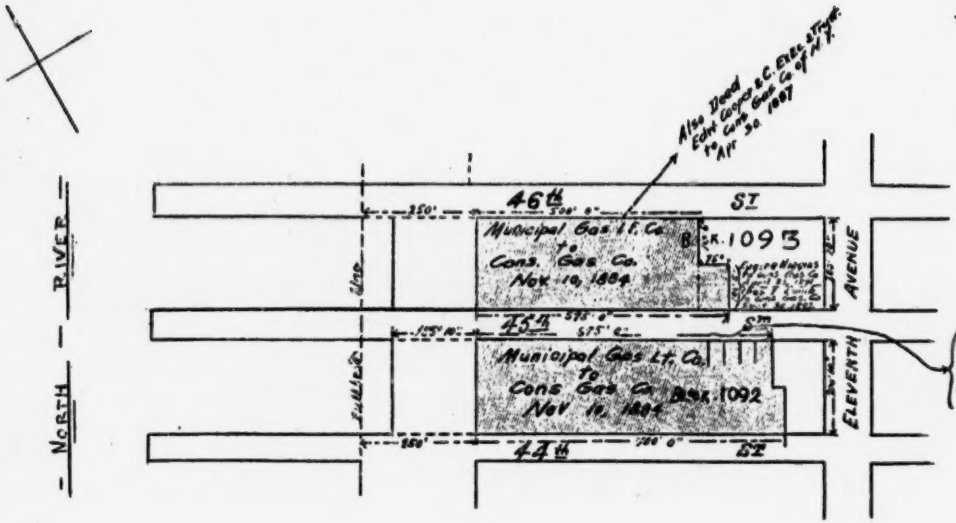

CONSOLIDATED GAS CO
42ND ST STATION
SHADY SIDE PROPERTY
Corrected Sept. 25th 1905.
BLOCK 1090
BLOCK 1071
BLOCK 1070
BLOCK 1107
BLOCK 1089
42ND ST.
41ST ST
ELEVENTH AVENUE
NORTH RIVER
FERRY
PIER 51
Metropolitan Gas Lt Co. to Cons. Gas Co. Nov. 10 1884
Metropolitan Gas Lt Co. to Cons. Gas Co. Nov. 10- 1884
Henry Murray & Wife to Cons. Gas Co. Feb. 7. 1898
Deed by Cons. Gas Co. to Jacob Mayers July 1901
Apr. 8. 1897
RAIL ROAD
RIVER ROAD
NORTH RIVER
5.

8187

CONSOLIDATED GAS CO
44th ST STATION

August 20th 1903.
N.B.



606 W 45th Mary Bolan to Cons. Gas Co. Jan. 27, 1892
608 " " Catarine Dierck's " " " " Dec. 7, 1891
610 " " Municipal Gas Lt Co " " " " Nov. 19, 1886
612 " " Robt. Auld " " " " May 29, 1888

6.

= Consolidated Gas Co.
63rd St Station.

7.

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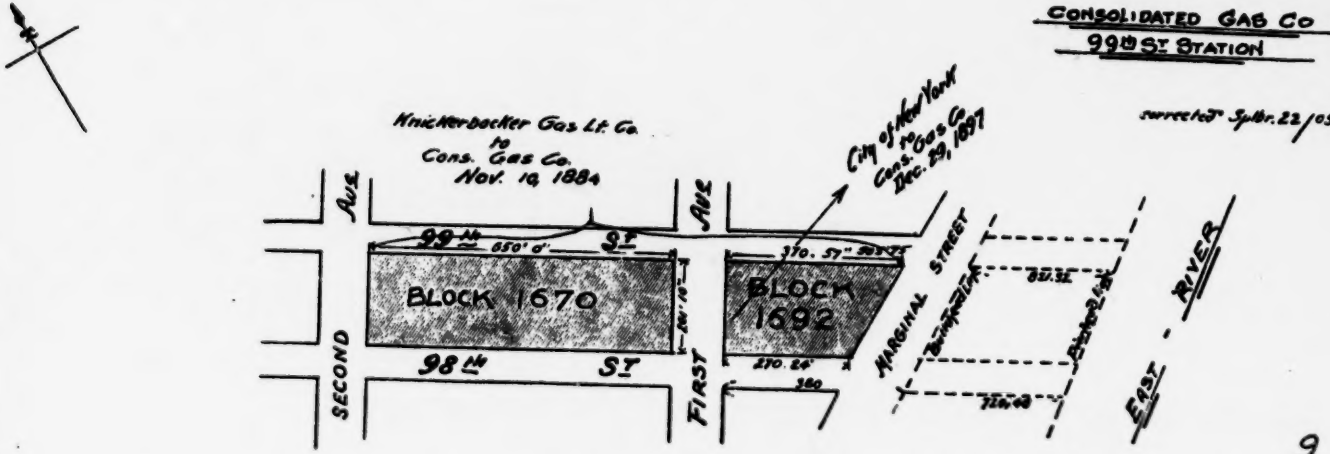
8.

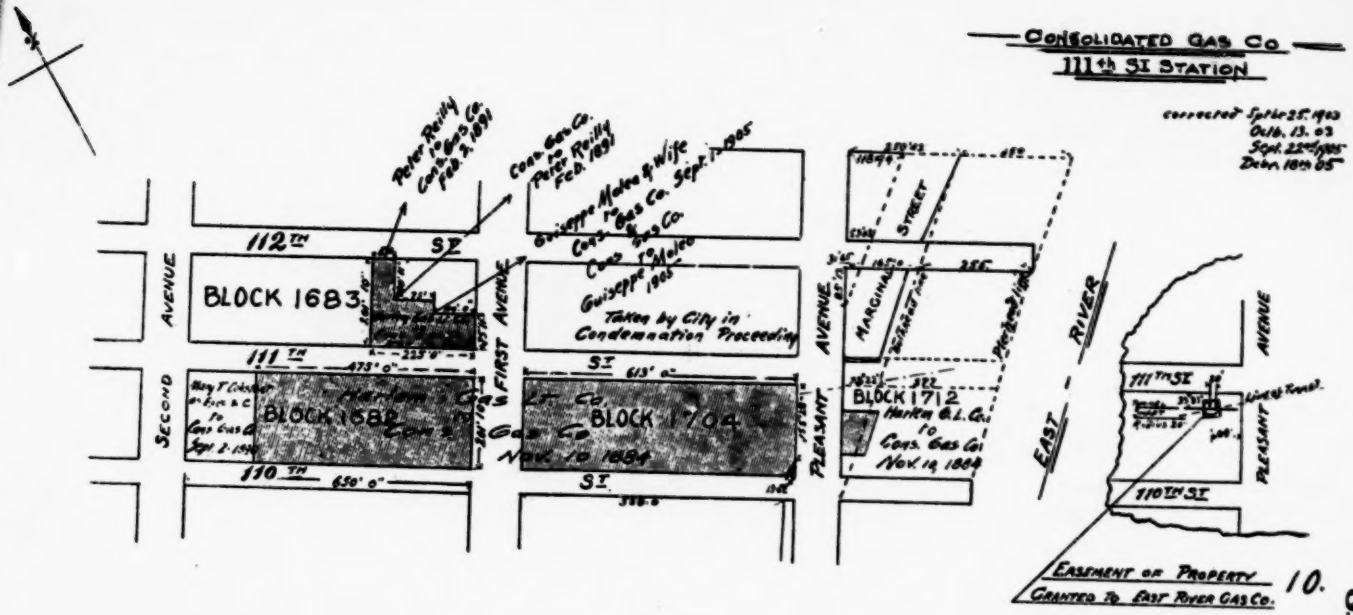
CONSOLIDATED GAS CO.

65th ST STATION

Ground Sept. 11th 1905

ERTICAL IN BOOK


CONSOLIDATED GAS CO
99th ST STATION
corrected Sptbr. 22/05
Knickerbocker Gas Lt. Co.
to
Cons. Gas Co.
Nov. 10, 1884
City of New York
to
Cons. Gas Co
Dec. 29, 1897
AVE
AVE
99th ST
650' 0"
370. 57"
BLOCK 1670
BLOCK 1692
98th ST
270. 24'
380
SECOND
FIRST
MARGINAL STREET
EAST - RIVER
9.


CONSOLIDATED GAS CO
111th ST STATION
corrected Sptbr 25. 1903
Octb. 13. 03
Sept. 22nd 1905
Decbr. 18th 05
112TH ST
111TH ST
110TH ST
SECOND AVENUE
FIRST AVENUE
PLEASANT AVENUE
EAST RIVER
BLOCK 1683
BLOCK 1682
BLOCK 1704
BLOCK 1712
Peter Reilly to Cons. Gas Co. Feb. 2. 1891
Cons. Gas Co. to Peter Reilly Feb. 1891
Guiseppe Moleo & Wife to Cons. Gas Co. Sept. 1. 1905
Cons. Gas Co. to Guiseppe Moleo 1905
Taken by City in Condemnation Proceeding
Harlem Gas Lt. Co. to Cons. Gas Co. Nov. 10 1884
Harlem G.L. Co. to Cons. Gas Co. Nov. 10, 1884
MARGINAL STREET
475' 0"
225' 0"
613' 0"
650' 0"
EASEMENT OF PROPERTY GRANTED TO EAST RIVER GAS CO.
10.

8192 5562 1220

— CONSOLIDATED GAS CO —
PROPERTY IN BEAVER CO. 1915

11.

PAGE BOUND

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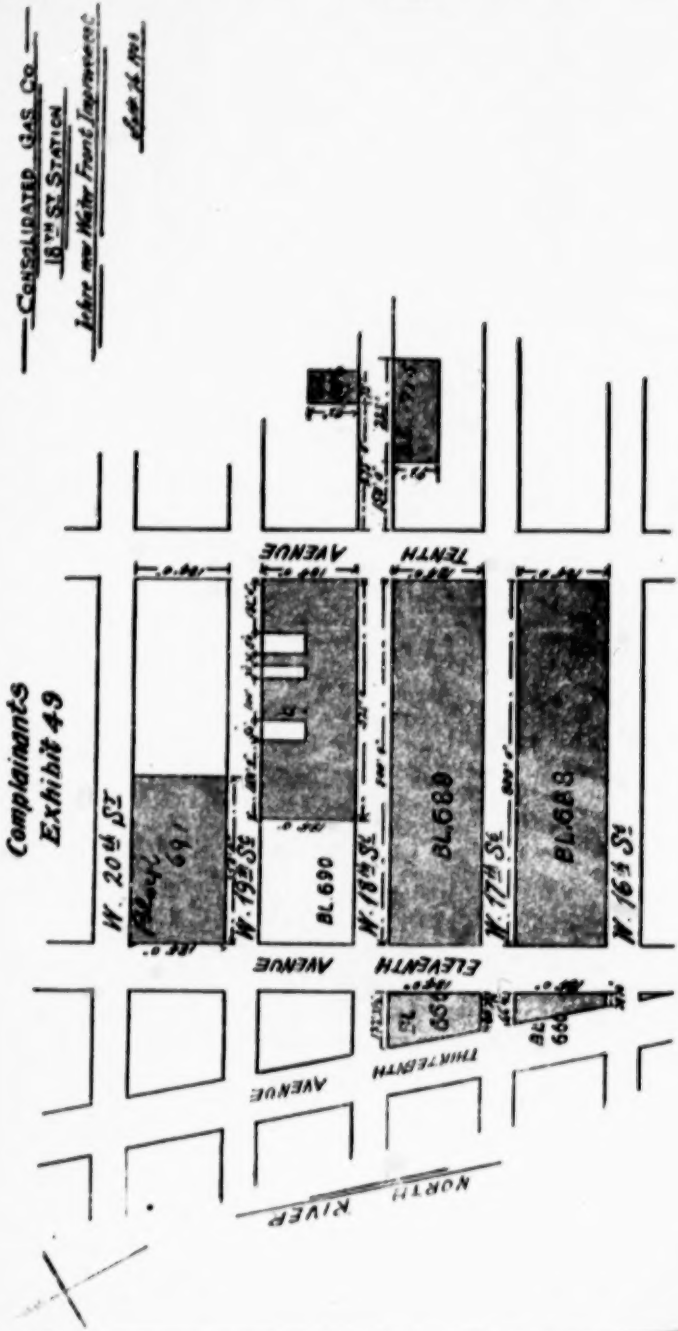
12.

CONSOLIDATED GAS CO.
INWOOD STATION


Consolidated Gas Co.
18th St. Station
Before new Water Front Improvement
Complainants
Exhibit 49
W. 20th St.
W. 19th St.
W. 18th St.
W. 17th St.
W. 16th St.
BL. 690
BL. 689
BL. 688
BL. 660
BL. 660
TENTH AVENUE
ELEVENTH AVENUE
THIRTEENTH AVENUE
NORTH RIVER

PAGE BOUND

THE ASTORIA
— LIGHT, HEAT & POWER CO. —

Lingster Creek

Steinway.

PIER X HEAD LINE

PIER

PIER

PIER

State's Exhibit W

CITY'S EXHIBIT 56.

CONSOLIDATED GAS CO. OF NEW YORK.

SUMMARY OF OPERATIONS FOR THE NOMINAL YEAR ENDING OCT. 31, 1905.

ALL STATIONS.

Gas made..... 10,659,909,000 Cu. Ft.
Gas sold (based on a leakage of 3.02%).... 10,337,984,748 " " of own make.

		Cost per M made.	Cost per M sold.
Coal used—350,407.60 Tons @ $3.58 per ton.....	$1,255,964.40	11.78	12.15
Labor handling.....	50,471.25	00.48	00.49
Cartage "	18,285.48	00.17	00.17
Carried Forward.....	$1,324,721.13	12.43	12.81

8198

					Cost per M made.	Cost per M sold.
Brought Forward				$1,324,721.13	12.43	12.81
Less Residuals:						
Coke	171,404.47 @ $2.00					
	114,776.99 @ $2.99		$343,526.94			
Less labor handling		$36,694.71				
Cartage "		12,360.66				
			49,055.37			
				294,471.57	2.76	2.85
Tar, 235,586.73 Tons Carbonized @ 29.08c				68,527.08	0.64	0.66
Ammoniacal Liquor, 4,983,751 Lbs. @ 01.36c				67,807.44	0.64	0.66
Carbon, 548,580 " @ 01.00c				5,495.90	0.05	0.05
Spent Oxide, 4,391,524 " @ 00.11c				4,769.38	0.04	0.05
Oil Tar, 3,858,808 Gals.						
35,424 " not sold owing to excessive amount of water contained.						
2,823,384 " @ 01.90c				53,637.10	0.51	0.52
Total Residuals				$494,708.47	4.64	4.79
Net Total				$830,012.66	7.79	8.03

PAGE BOUND V

		Cost per M made.	Cost per M sold.
Brought Forward	$830,012.66	7.79	8.03
Coke—33,955.43 Loads @ $2.1601			
22,738.26 Tons @ $3.3257	73,346.02	0.69	0.71
Labor handling	1,473.08	0.01	0.01
Cartage "	43.87	—	—
	$74,862.97	0.70	0.72
Fuel Oil Labor (incldg. Drip Oil used in Mfg.)	4,434.13	0.04	0.04
Naphtha, 3,587 Gals. @ .04⅞c	244.43	—	—
Gas Oil, 41,504,907 " @ .04.08c	1,693,646.16	15.89	16.38
Lime, 59,400 Bu. @ 04.98c	2,957.93	0.03	0.02
Oxide, 119,310 " @ 15.82c	18,878.43	0.18	0.18
Water, 23,609,400 Cu. Ft. @ $1.00 per M	23,609.40	0.22	0.23
Oil, waste and sundries	5,279.95	0.05	0.05
Cartage (Summary of Cartage Operations for the Nominal Year Hereto attached).	17,830.15	0.17	0.17
Carried Forward	$2,671,756.21	25.07	25.82

8200

		Cost per M made.	Cost per M sold.
Brought Forward	$2,671,756.21	25.07	25.82
Gas Making Labor:			
Generator House Labor	67,760.71	0.64	0.66
Retort " "	223,037.81	2.09	2.16
Boiler " "	37,628.49	0.35	0.37
Purifying " "	14,503.72	0.14	0.14
Superintendence	36,788.68	0.34	0.37
At 21st St. on account of 14th St. Oil Gas	9,603.51	0.09	0.09
	$3,061,079.13	28.72	29.61
Repairs (including Labor and Material)	211,095.54	1.98	2.04
Expense, " " " "	62,441.83	0.58	0.60
Distribution " " " "	90,399.52	0.85	0.88
Profit and loss adjustment	4,101.12	0.04	0.04
Experiments	2,912.70	0.03	0.03
Depreciation—November and December, 1904	51,532.36	0.48	0.50
Carried Forward	$3,483,562.20	32.68	33.70

						Cost per M made.	Cost per M sold.
Brought Forward					$3,483,562.20	32.68	33.70
Labor & Material (outside stations) as per detailed statement already presented showing the following result:							
New Amsterdam Gas Co.	2,113,227,300	C. F.	@	34.40c.	$726,676.49		
Standard Gas Lt. Co.	447,756,300	"	"	32.64c.	146,122.46		
Mutual Gas Lt. Co.	318,210,100	"	"	38.36c.	122,442.86		
Central Union Gas Co.	90,588,400	"	"	29.93c.	26,984.67		
	2,968,782,100	"	"	34.42%		1,022,236.28	34.42
*Total Station Cost						$4,505,798.48	33.85
Distributive Expense—including General and Administrative Exp., Meter Setting, Jobbing, etc., Repairs, Street Lamp Maintenance, Insurance, Advertising, Interest, Taxes, Contingent Expense, Depreciation, etc.						4,155,714.69	31.23
Fixed Charges						936,883.24	7.04
Total						$9,598,396.41	72.12

*Cost at this point includes the amount paid for gas mfg. by other Cos. for the Consolidated Gas Co. The cost per M is, therefore, calculated on the entire volume of gas sales, 13,303,363,773 Cu. Ft.

8202 SUMMARY OF OPERATIONS FOR THE NOMINAL YEAR ENDING OCT. 31, 1905.

14TH ST. STATION.

Gas Made..... 1,528,773,000 cu. ft.
Gas Sales (based on a leakage of 3.02%)..... 1,482,604,055 " "

				Cost per M made.	Cost per M sold.
Coal—used in Retorts.....	127,195.16 Tons,	$3.22	$410,678.29	26.86	27.70
Used at 21st St. Station for account 14th Street Oil Gas.....	11.07 "	4.36	48.25	—	—
			$410,726.54	26.86	27.70
Labor handling Coal.....		$17,944.56			
Cartage " "		14,743.49			
			32,688.05	02.14	02.21
Carried Forward.....			$443,414.59	29.00	29.91

			Cost per M made.	Cost per M sold.
Brought Forward		$443,414.59	29.00	29.91
Less Residuals:				
Coke—86,380.47 Loads @ $2.07				
57,844.06 Tons @ $3.08	$178,527.11			
Cost to handle: Labor	$27,067.85			
Cartage	7,753.18			
	34,821.03			
		143,706.08	9.40	9.69
Tar—127,195.16 Tons Coal Carbonized @ 29.10c		37,014.90	2.42	2.50
Ammoniacal Liquor—2,699,080 lbs. @ 01.36c		36,668.15	2.40	2.47
Carbon, 218,955 " @ 01.00c		2,189.55	0.14	0.15
Spent Oxide, 3,022,870 " @ 01.10c		3,400.73	0.22	0.23
		$222,979.41	14.58	15.04
Carried Forward		$220,435.18	14.42	14.87

		Cost per M made.	Cost per M sold.
Brought Forward	$220,435.18	14.42	14.87
Coke—used at 21st St. Station for account 14th St. Oil Gas:			
315 Loads @ $2.5079			
2.36 Tons @ 3.3475	7.90	—	—
Gas Oil 3,371,782 Gals. @ 04.08c	137,602.63	9.00	9.28
Oxide 22,350 Bu. @ 17.13c	3,827.46	0.25	0.26
Water 3,826,400 cu. ft. @ $1.00 per M	3,826.40	0.25	0.26
Oil, Waste and Sundries	2,309.34	0.15	0.16
Cartage	2,651.88	0.17	0.18
Gas Making Labor:			
Retort House Labor	$89,961.95	5.89	6.07
Boiler " "	6,101.29	0.40	0.41
Purifier " "	4,353.58	0.28	0.29
Superintendence	6,860.72	0.45	0.45
At 21st St. for account 14th St. Oil Gas	9,603.51	0.63	0.65
Carried Forward	$487,541.84	31.89	32.88

		Cost per M made.	Cost per M sold.
Brought Forward	$487,541.84	31.89	32.88
Repairs—including Labor and Material	57,919.71	3.79	3.91
Expense " " "	10,580.30	.69	.71
Distribution " " "	20,387.71	1.33	1.38
	$576,429.56	37.70	38.88
(a) Depreciation—November and December, 1904	376.19	.03	.03
	$576,805.75	37.73	38.91

(a) Depreciation for Ten Months of 1905 covered by Contingent Expense not shown in above statement.

8206 SUMMARY OF OPERATIONS FOR THE NOMINAL YEAR ENDING OCT. 31, 1905.

21ST ST. STATION.

Gas Made..... 4,185,341,000 cu. ft.
Gas Sold (based on a leakage of 3.02%)..... 4,058,943,701 " "

		Cost per M made.	Cost per M sold.
Coal—excluding Coal used for 14th St. Station Oil Gas:			
Used in Generators..... 54,596.39 Tons @ $4.37.....	$238,337.90	5.69	5.87
" under Boilers..... 6,248.79 " @ 3.96.....	24,741.56	0.59	0.61
	$263,079.46	6.28	6.48
Labor employed on Coal	5,249.71	0.13	0.13
Cartage " " "	681.46	0.02	0.02
Carried Forward.....	$269,010.63	6.43	6.63

		Cost per M made.	Cost per M sold.
Brought Forward	$269,010.63	6.43	6.63
Less Residuals:			
Oil Tar..... 1,428,276 Gals.			
34,925 " Not sold owing to the excessive quantity of water contained.			
1,393,351 " @ 01.97c	27,490.15	0.66	0.68
	$241,520.48	5.77	5.95
Coke used..... 24,353.73 Loads @ $2.1708			
16,308.30 Tons @ 3.2418	$52,867.45	1.26	1.30
Labor Employed in handling	1,235.99	0.03	0.03
	$54,103.44	1.29	1.33
Carried Forward	$295,623.92	7.06	7.28

8208

		Cost per M made.	Cost per M sold.
Brought Forward	$295,623.92	7.06	7.28
Fuel Oil Labor	1,610.37	0.04	0.04
Naphtha..... 5,587 Gals. @ .04⅜c	244.43	0.01	0.01
Gas Oil (exclude Oil used for 14th St. Oil Gas)—			
19,294,592 Gals. @ 04.08c	788,526.37	18.84	19.43
Oxide..... 42,700 Bu. @ 15.56c	6,645.93	0.16	0.16
Water..... 10,095,900 cu. ft. @ $1.00 per M	10,095.90	0.24	0.25
Oil, Waste, Sundries, etc	698.06	0.02	0.02
Cartage	9,848.54	0.23	0.24
Gas Making Labor:			
Generator House	38,103.78	0.91	0.94
Boiler "	12,724.74	0.31	0.31
Purifier "	2,673.82	0.06	0.07
Superintendence	11,180.58	0.27	0.27
Carried Forward.—Net amount of Material and Labor	$1,177,876.44	28.15	29.02

		Cost per M made.	Cost per M sold.
Brought Forward	$1,177,976.44	28.15	29.02
Repairs—including Labor and Material	78,269.09	1.87	1.93
Expense " " "	22,213.82	0.53	0.55
Distribution, " " "	37,081.62	0.88	0.91
Profit and Loss Adjustment	*1.25	—	—
	$1,315,539.72	31.43	32.41
Experiments	2,912.70	0.07	0.07
(a) Depreciation November and December, 1904	22,736.08	0.54	0.56
	$1,341,188.50	32.04	33.04

(a) Depreciation for Ten Months 1905 covered by Contingent Expense not shown in above statement.
*In Red Ink.

8210 SUMMARY OF OPERATIONS FOR THE NOMINAL YEAR ENDING OCTOBER 31, 1905.

42ND STREET STATION.

Gas Made ..... 1,280,813,000 cu. ft.
Gas Sold (based on a leakage of 3.02%) ..... 1,242,132,447 " "

			Cost per M made.	Cost per M sold.
Coal—used in Retorts, 108,391.57 Tons @ $3.20	$347,390.31		27.12	27.97
Labor handling Coal	19,212.87		01.50	01.55
Cartage " "	569.47		00.05	00.04
Carried Forward		$367,172.65	28.67	29.56

						Cost per M made.	Cost per M sold.
Brought Forward					$367,172.55	28.67	29.56
Less Residuals:							
Coke	85,024 Loads @ $1.94						
	56,932.93 Tons @ $2.90			$164,999.83			
Less—Cost to handle same:							
Labor			$9,626.86				
Cartage			4,607.48				
				14,234.34			
					150,765.49	11.77	12.14
Tar (Coal)	108,391.57	Tons Carbonized	@ 29.07c		31,512.18	02.46	02.54
Amm. Liquor	2,284,671	Lbs.	@ 01.36c		31,139.29	02.43	02.50
Carbon	330,635	"	@ 01.00c		3,306.35	00.26	00.27
Spent Oxide	1,368,654	"	@ 00.10c		1,368.65	00.11	00.11
Total Residuals					$218,091.96	17.03	17.56
Net Total					$149,080.69	11.64	12.00
Carried Forward					$149,080.69	11.64	12.00

8212

		Cost per M made.	Cost per M sold.
Brought Forward	$149,080.69	11.64	12.00
Gas Oil..... 2,071,383 Gals. @ 04.04c	83,740.93	06.54	06.74
Lime..... 59,400 Bu. @ 04.98c	2,957.93	00.23	00.24
Oxide..... 18,500 " @ 15.04c	2,782.34	00.22	00.22
Water..... 3,157,600 cu. ft. @ $1.00 per M	3,157.60	00.24	00.25
Oil, Waste and Sundries	760.00	00.06	00.06
Cartage	381.14	00.03	00.03
Gas Making Labor:			
Retort House Labor	133,075.86	10.39	10.71
Boiler " "	4,795.99	00.37	00.39
Purifier " "	4,845.16	00.38	00.39
Superintendence	4,822.42	00.38	00.39
Carried Forward	$390,400.06	30.48	31.42

8213

		Cost per M made.	Cost per M sold.
Brought Forward	$390,400.06	30.48	31.42
Repairs—including Labor and Material	33,760.39	02.64	02.72
Expense, " " "	11,763.55	00.92	00.95
Distribution, " " "	8,981.48	00.70	00.73
	$444,905.48	34.74	35.82
(a) Depreciation November and December, 1904	329.80	00.03	00.03
	$445,235.28	34.77	35.85

(a) Depreciation for Ten Months of 1905 covered by Contingent Expense not shown in above statement.

8214 SUMMARY OF OPERATIONS FOR THE NOMINAL YEAR ENDING OCTOBER 31, 15[illegible]

44TH STREET STATION.

Gas Made..... 2,263,444,000 cu. ft.
Gas Sold (based on a leakage of 3.02%).... 2,195,087,991 " "

				Cost per M made.	Cost per M sold.
Coal:					
Used in Generators.....	29,927.41 Tons	@ $4.35.....	$130,290.28	5.75	5.93
" under Boilers.....	1,817.11 "	@ 3.96.....	7,191.33	0.32	0.33
			$137,481.61	6.07	6.26
Labor employed on Coal.....			3,902.89	0.17	0.18
Cartage " " "			218.40	0.01	0.01
Carried Forward.....			$141,602.90	6.25	6.45

		Cost per M made.	Cost per M sold.
Brought Forward	$141,602.90	6.25	6.45
Less Residuals:			
Oil Tar.....907,552 Gals.			
20 " small adjustment.			
907,572 " @ 01.79c	16,149.78	0.71	0.74
	$125,453.12	5.54	5.71
Coke used..... 8,749.22 Loads @ $2.24			
5,858.85 Tons @ 3.3531	$19,645.55	0.88	0.90
Labor in handling	61.11	—	—
	$19,706.66	0.88	0.90
	$145,159.78	6.42	6.61
Fuel Oil Labor (including Drip Oil used in Mfg.)	1,165.06	0.05	0.05
Gas Oil..... 10,606,462 Gals. @ 04.09c	434,033.89	19.18	19.78
Oxide..... 27,260 Bus. @ 15.99c	4,358.50	0.19	0.20
Water..... 4,591,900 cu. ft. @ $1.00 per M	4,591.90	0.20	0.21
Oil, Waste, Sundries, etc	805.22	0.04	0.04
Cartage	2,235.21	0.10	0.10
Carried Forward	$592,349.56	26.18	26.99

		Cost per M made.	Cost per M sold.
Brought Forward	$592,349.56	26.18	26.99
Gas Making Labor:			
Generator House Labor	18,658.45	0.82	0.85
Boiler " "	8,585.64	0.38	0.39
Purifier " "	950.36	0.04	0.04
Superintendence	7,570.00	0.33	0.34
Net amount of labor and material	$628,114.01	27.75	28.61
Repairs, including Labor and Material	25,435.45	1.12	1.16
Expense, " " "	8,899.21	0.39	0.41
Distribution, " " "	14,356.43	0.64	0.66
Profit and Loss Adjustment	100.00	—	—
	$676,905.10	29.90	30.84
(a) Depreciation November and December, 1904	18,634.10	0.83	0.85
Total	$695,539.20	30.73	31.69

(a) Depreciation for Ten Months 1905 covered by contingent expense not shown in above statement.

99TH STREET STATION.

Gas Made..... 1,401,538,000 cu. ft.
Gas Sold (based on a leakage of 3.02%)..... 1,359,211,552 " "

				Cost per M made.	Cost per M sold.
Coal:					
Used in Generators.....	21,127,000 Tons	$4.41.....	$93,144.21	6.64	6.85
" under Boilers.....	1,093.10 "	3.79.....	4,142.27	0.30	0.31
			$97,286.48	6.94	7.16
Labor employed on coal.....			4,161.22	0.30	0.31
Cartage " " "			2,072.66	0.15	0.15
Carried Forward.....			$103,520.36	7.39	7.62

		Cost per M made.	Cost per M sold.
Brought Forward	$103,520.36	7.39	7.62
Less Residuals:			
Oil Tar, 522,980 Gals.			
519 " not sold owing to excessive quantity of water contained.			
522,461 " @ 1.91c.	9,997.17	0.72	0.74
Net Total	$93,523.19	6.67	6.88
Coke, 849.33 Loads @ .9715	825.12	0.06	0.06
568.75 Tons @ 1.4508	175.98	0.01	0.01
Labor in handling	43.87	0.01	0.01
Cartage "	$1,044.97	0.08	0.08
Carried Forward	$94,568.16	6.75	6.96

		Cost per M made.	Cost per M sold.
Brought Forward	$94,568.16	6.75	6.96
Fuel Oil Labor (includg. Drip Oil used in Mfg.)	1,658.70	0.12	0.12
Gas Oil, 6,160,688 Gals. @ 04.05c	249,562.34	17.80	18.36
Oxide 8,500 Bu. @ 14.87c	1,264.20	0.09	0.09
Water, 1,937,600 Cu. Ft. @ $1.00 per M	1,937.60	0.14	0.14
Oil, Waste and Sundries	707.33	0.05	0.05
Cartage	2,713.38	0.19	0.20
Gas Making Labor:			
Generator House Labor	10,998.48	0.78	0.81
Boiler " "	5,420.83	0.39	0.40
Purifier " "	1,680.80	0.12	0.13
Superintendence	6,534.96	0.47	0.48
Carried Forward—Net amount of labor and material	377,046.78	26.90	27.74

8220

		Cost per M made.	Cost per M sold.
Brought Forward	$377,046.78	26.90	27.74
Repairs (including Labor and Material)	15,710.90	1.12	1.15
Expense " " " "	9,271.41	0.66	0.68
Distribution " " " "	9,592.28	0.69	0.71
	$411,621.37	29.37	30.28
(a) Depreciation—November and December, 1904	9,317.05	0.66	0.69
Total	$420,938.42	30.03	30.97

(a) Depreciation for Ten Months, 1905, covered by contingent expense not shown in the above statement.

8221

CITY'S EXHIBIT 48.

APPENDIX "D."

MR. YALDEN'S REPORT.

(ACCOUNTANT'S RESULTS.)

151 BROADWAY, NEW YORK CITY,
December, 31, 1885.

To Hon. John I. Gilbert, Chairman; Hon. Thomas Robinson, and Hon. Michael C. Murphy, Committee of the Senate, New York:

GENTLEMEN: In accordance with a resolution, passed by your honorable body, that I should make an investigation of the affairs of the various gas companies of New York, from the time of their organization to the date of the transfer to the Consolidated Gas Company on November 11, 1884, I beg to submit the following as the result of my labors:

The companies so examined—the constituent companies of the present Consolidated Gas Company are:

1. The Manhattan Gas-light Company.
2. The New York Gas-light Company.
3. The Metropolitan Gas-light Company.
4. The Municipal Gas-light Company.
5. The Knickerbocker Gas-light Company, and
6. The Harlem Gas-light Company.

All of which were incorporated on November 11, 1884, under the title of the Consolidated Gas Company, and now carry on business at their respective offices and places—with one or two exceptions—as before the incorporation.

It being the desire (as I understand it) of the committee, and acting upon their instructions, I have ascertained, as nearly as practicable, the constitution of these companies and the manner in which their capital was raised, and what constituted it during their
8222 operations and at the time of the consolidation; likewise the profits and benefits derived by the stockholders of the various companies during their existence, and when they transferred their business.

To show these results I have compiled separate tables for each company, assimilated as near as practicable, giving:

The analysis of the profit and loss accounts.

An account showing the capital used in their business.

The investments on account of real estate, mains, meters, services, etc.

The particulars of sale to the Consolidated Gas Company.

An account showing the dividends paid to the stockholders, and a calculation thereon giving the difference between ten per cent. on the capital stock as paid up and the actual sum divided.

Manhattan Gas-Light Company.

This company was incorporated under the Laws of 1830, chapter 59, passed February 6, 1830, with a capital stock not to exceed $500,000, in $50 shares, and as soon as possible thereafter commenced its business. The first subscription of capital was shortly afterwards paid in. Subsequently, under the Laws of 1847, chapter 163, an act was passed April 29, 1847, providing for the increase of the capital of the Manhattan Gas-Light Co., to $1,000,000 in $50 shares, and up to January 1, 1851, the sum of $850,000 had been paid into the treasury in cash on account of the said stock of $1,000,000, and again under the Laws of 1852, chapter 50, an act was passed March 25, 1852, to increase the capital stock $1,000,000, at such time as the board of directors might prescribe.

8223 By a later act under the Laws of 1855, chapter 543, passed April 17, 1855, power was given to the Manhattan Gas-light Company to increase their capital stock $2,000,000 at such time as the board of directors might prescribe by resolution of said board, with power to adopt such resolution within six months from the passage of the act.

Under a resolution of the board this issue of $2,000,000 worth of stock was credited by a transfer of $18 per share, amounting to $720,000 (40,000 shares at $18 per share), from the surplus profits of the company, and the issue seems to have been made to the shareholders for the equivalent of their present holdings, and the remainder, viz, $32 per share was paid in in cash by the 1st of January, 1866.

To show the particulars of these transactions I have abstracted the details of the capital account on pages 661 to 664. By the books of the company it appears that no business was done by the company until about February 1, 1836, and the details of this for the period to November 11, 1884, I show upon statement, pages 665 to 670, being an abstract of the profit and loss account for the whole period of their doing business. It gives in totals, by yearly and five-yearly periods, the gross income and total cost of gas, and depreciation with dividends paid, and at the foot of such statement the tabulated amounts.

These particulars show that the company, during its business period, divided among its shareholders the sum of $25,847,675.66, which includes $1,500,000 (part of $2,000,000) of certificates, and the interest thereon paid to the shareholders out of the surplus profits, and likewise includes $720,000, before referred to as credited up for capital on account of the last issues of shares. After this the company had a balance to their profit and loss account of $876,134.67,

8224 which really represented the surplus capital to provide for the increased value of the assets, as shown by their books, beyond the amounts which these investments presumably cost.

The properties, etc., of the Manhattan Company were, on November 11, 1884, transferred to the Consolidated Company, at a largely increased value beyond that stated on the books of the former com-

pany, and in explanation of this appreciation or increased value of assets, as taken over by the Consolidated Company, the particulars on pages 671-672 will show the state of the accounts upon the books of the Manhattan Company when they were closed on November 11, 1884, and the value of same as taken over by the Consolidated Company.

The balance as shown thereon being $11,940,000, equal to the stock issued by the new company in payment of the properties, franchises, etc., of Manhattan Company.

The column on the debit side of this account, headed "Appreciation written up," and amounting to $7,093,462.11, gives in details the increased value placed upon the various properties and franchises beyond the amount of presumed cost or value stated in the books of Manhattan Company.

Statements are also given upon pages 673 to 683 of the capital investment for real estate, buildings and improvements, services and mains and meters, showing in detail the outlay, year by year, from the inception of the company to November 11, 1884, and giving the methods and forms in which the Manhattan Company treated their investment accounts.

A further statement on pages 684 to 690 is given of the capital stock and surplus profits, according to the books of the company, used in the business, and upon comparison will show that the Manhattan Company was in possession of ample capital, and
8225 sufficient to enable it to accumulate very large profits, and so pay the various dividends.

In July, 1863, this company sold to the Metropolitan Gas-light Company, New York, their real estate and station at Sixty-fifth street, together with the mains, services and meters in use above the center of Thirty-fourth street, for the sum of $685,301.02, and received therefor a mortgage for $161,500 and stock in the said Metropolitan Company 2,356 shares of the par value of $1,178,000.

This stock of the Metropolitan Company appears to have been placed in the hands of Moses Taylor and Henry Young in trust, and by them sold for the benefit of the Manhattan Company; the proceeds of this sale were used to pay the fifty-eighth dividend of the Manhattan Company.

The particulars of this sale, as far as I can ascertain at present, are not fully described in the books, but a complete investigation would no doubt reveal the exact manner in which this transaction was consummated.

In the early part of 1857, and continuing until October, 1863, the company was in the habit of transferring, at certain periods, an amount from profit and loss to the credit of depreciation account, creating a reserve fund to meet the wear and tear of the various properties and works, and during these years the amounts so charged to profit and loss amounted to nearly $1,000,000.

It seems, however, that the company having also provided for alterations and improvements by charging such expenses to the profit and loss account, subsequently by resolution of the board of directors in November, 1863, they re-transferred $756,288.51 to the profit and loss account, and the balance then left, $500,000, was together with

$1,500,000, credited to the registered certificate account under
8226 date of June 1, 1867, to meet that amount of certificates before referred to. These registered certificates were paid in cash by the Manhattan Company by redemption and by installment from the period of December, 1871, to October, 1877, with interest at seven per cent. from the date of issue until payment.

I have compiled a statement, fol. 691-694, of the dividends paid by the Manhattan Gas-light Company during the period of its business, showing at stated periods the total capital subscribed in cash, and dividends paid, giving a comparison between a calculation of ten per cent. on the capital paid up and the dividends paid.

The result of this shows that, basing it upon the actual cash capital subscribed, amounting to $3,280,000, there was an excess of dividends paid beyond ten per cent. of $15,509,544.13.

In the year 1856, however, I have included in the dividend $18 per share on 40,000 shares, transferred from surplus profits to the credit of these shares, which, with the $3,280,000 cash subscribed, completes the full capital account of $4,000,000, but as the sum of $720,000 was credited to the capital as before stated, and subsequently treated as capital stock, I have deducted this from the amount of dividends, and reduced the excess of dividends over ten per cent., to $14,789,544.13.

From the foregoing statements the following are the benefits derived by the stockholders of the Manhattan Company from the operations from 1836 to 1884 on the subscribed capital as follows:

Total capital subscribed in cash		$3,280,000
Transfer from surplus profits as before mentioned, $18 per share on 40,000 shares (last issue)		720,000
		$4,000,000
8227 Dividends paid to stockholders as per account fol. 691 to 693, inclusive, of $1,500,000, part of the issue of registered certificates and interest at seven per cent, until payment	$25,847,675 66	
Balance of depreciation account included in issue of $2,000,000 certificates	500,000 00	
	$26,347,675 66	
Deduct, credited to capital stock on account of last issue of shares (included in amount of dividends)	$720,000 00	
Total dividends, certificates and interest thereon paid in cash		$25,627,675 66

Increased valuation beyond stated value of real estate, plant, works, mains, services, etc., in books of Manhattan Company, and the appraisement to the Consolidated Company.

Balances of the separate accounts		$4,872,999 49
Appreciation	$4,764,462 11	
Franchises	2,329,000 00	
Total appreciation on assets		7,093,462 11
		$11,966,461 60
Liabilities of Manhattan Company assumed by Consolidated Company of which $400,000 was dividend	$620,740 78	
Deduct value of coal, lime, gas, consumers' accounts and other assets taken over	594,279 18	26,461 60
		$11,940,000 00

8228 For which stock in the Consolidated Company was issued to the stockholders of the Manhattan Company who therefore have received for the original investment of $3,280,000.

Dividends and certificates paid in cash		$25,627,675 66
Stock in Consolidated Company	$11,940,000 00	
Less cash capital subscribed to the Manhattan Company	3,280,000 00	8,660,000 00
Total received beyond the original cash investment		$34,287,675 66

The New York Gas-Light Company.

This company is the oldest in New York and its business was continued for about sixty-one years with uninterrupted success and proved to be very profitable.

It was incorporated in the year 1823 with a capital of $1,000,000. Of this sum $200,000 was paid in shortly afterward. In 1824, 1825 and 1826 further sums were paid in, making a total of $495,000, and in the year ending November 1, 1837, the balance of $5,000 was received, making a total of $500,000.

In the following year a further $250,000 was paid, making a total cash capital of $750,000 which was the entire and total amount of cash capital subscribed by the stockholders.

The capital of this company was subsequently increased to $4,000,000 out of the surplus profits of the company, as follows:

8229 There was transferred from the surplus profits to the credit of stock account in the year ending January 31, 1862, $250,000, and in the year ending June 1, 1871, a further

sum of $3,000,000 when the company was reincorporated under the general laws of the State.

The account 695-6 will give the particulars of the creation of the capital. The statement on page 697 to 707 gives the profit and loss account of their business for the period of about sixty-one years, the time it was in existence.

The large surplus profits necessary to create this new capital were nominally made up by appreciation of the value of the real estate, plant, etc., but the grounds or basis for so doing do not appear.

The dividends paid by this company, as detailed on pages 717-20 have been continuous from the year 1825 to 1884, and in some years at a very large per cent. per annum.

The total paid in cash to 1871 is	$11,714,078 50
And from 1871 to 1884	3,520,000 00
A further dividend paid by the Consolidated Gas-light Company	40,000 00
Making a total of	$15,274,078 50
Stock dividends or amounts transferred to the credit of capital stock account	3,250,000 00
Making the total profits paid in cash and transferred to the credit of stock account	$18,524,078 50

This company was, many years ago (similarly to the Manhattan Company), in the habit of transferring from their profit and loss account sundry items to provide for depreciation and wear and tear of property which in the aggregate amounted to a very considerable sum.

8230 Finally this was written back by appreciation to the Consolidated Company and the balance shown on the profit and loss resume on page 707 amounting to $3,647,258.19 is in fact the surplus profits of the company beyond the stock capital account.

The following gives the benefits the stockholders derived from the operations of this company:

Net profits, statement No. 1	$4,344,217 78
Net profits, statement No. 2	15,706,437 97
Profits written up direct to depreciation account	66,689 61
Profits on reorganization and consolidation	5,898,302 63
	$26,015,647 99

Paid in dividends exclusive of $40,000 paid by Consolidated Company	$18,484,078 50
Depreciation written off	3,884,311 30
Surplus remaining ($40,000 of this return to stockholders)	3,647,258 19
	$26,015,647 99

Total capital paid in in cash		$750,000 00
Transfer from surplus profits as before mentioned.		3,250,000 00
		$4,000,000 00
Balance of separate account		$4,670,642 03
Appreciations	$1,512,357 97	
Franchise	1,417,000 00	
		2,929,357 97
		$7,600,000 00

8231 For which stock in the Consolidated Gas Company was issued.

The stockholders have therefore received from their original investment of		$750,000 00
Dividends	$15,234,078 50	
Dividend paid by Consolidated Gas Company, January 26, 1885	40,000 00	
Received in shares of Consolidated Gaslight Company	7,600,000 00	
		22,874,078 50
Total return to stockholders above their original cash investment during the years 1823 to 1884 in dividends and stock of the Consolidated Company		$22,124,078 50
And a further estimated surplus yet to be divided of		47,258 19
Total		$22,171,336 69

Metropolitan Gas-Light Company.

This company was organized in 1858, under a special act of the Legislature with a nominal capital of $2,500,000.

Upon reference to the statement page 721, it will be observed that of this capital the sum of $612,700 only was received in cash and the remainder was paid for the charter and construction account.

On this latter account the sum of $1,178,000 was paid to the
8232 Manhattan Company for the purchase of the Sixty-fifth street property, works, mains, etc. (reference to which is made under heading of that company), and was apparently issued in payment therefor at the rate of about fifty cents on the dollar.

This company commenced business about the year 1862, and was successfully carried on for the next twenty-two years, as will be observed by the profit and loss account on pages 722 to 726, notwithstanding the fact that dividends were paid upon a large amount

of capital issued for property and franchises, a great part of which was issued at a large discount.

The dividend account on page 737-738, shows that the company commenced paying dividends in the year 1866, and continued doing so with the exception of the year 1873. The sum paid to stockholders in the aggregate including scrip certificates of $1,000,000 with interest thereon of $761,249.36 is $7,573,749.36, and it will be observed from the statement that this is an excess over ten per cent. upon the whole of the capital, of $1,973,949.36.

Upon reference to the capital investment account of real estate, property, etc., pages 728-724, it will be seen that although some of the property, plant, etc., was paid for by stock issued at a discount, the valuation to the Consolidated Company, including franchises, is largely in excess of the amount so charged as the purchase price of the same, and as detailed upon the account page 927. The cost (including the stock) of the various properties transferred to the Consolidated Company according to the books was $5,292,175.35, giving an appreciation between that and the appraisement to the Consolidated Company ($7,175,000) of $1,882,824.65.

At various times this company issued bonds and mortgages for considerable sums upon their property, the interest thereon
8233 being charged in the regular way of business to the profit and loss account before the profits were determined; the amounts so outstanding and assumed by the Consolidated Company, were, for bonds $658,000 and mortgage $30,000, making $688,000, which was deducted from the appraisement of the property value, and stock of the Consolidated Company was issued for the net amount which, in round figures, was increased to $6,500,000, as hereafter shown.

In addition to this, however, there was a large amount of assets belonging to the company which were not transferred to the Consolidated Company but subsequently realized upon and the proceeds divided among the stockholders to the extent of $525,000, and there now still remains an undivided surplus of about $160,000.

The benefits, therefore, derived by the stockholders were as follows:

Total capital paid in in cash	$612,700 00
Total capital for charter	144,000 00
Total capital for purchase of Sixty-fifth street property	1,178,000 00
Total capital for construction	565,300 00
Making a total of	$2,500,000 00

Dividends paid to stockholders in cash	$6,500,000 00
Scrip and interest issued in 1870, subsequently paid off by installments	1,073,749 36
Stock in the Consolidated Company	6,500,000 00
Making a total of	$14,073,749 36

8234	Brought forward	$14,073,749 36
	To which must be added division of assets since consolidation, paid in cash.....	525,000 00
	Present undivided surplus, say.....	160,000 00
	Making a total of.....	$14,758,749 36
	From which deduct the nominal amount of stock capital	2,500,000 00
	Total received beyond original invesment.....	$12,258,749 36

This company claims to have incurred considerable loss by explosion and fire. By the books, it appears that the loss to the company on this account in 1865, was $108,960.22, $12,000 of which was charged to construction account for new coal sheds, and the balance to profit and loss account, less a small salvage realized upon coal.

In the purchase of the Sixty-fifth street station before referred to, the amount charged to the construction account, as representing the value of the property so taken at cost, and the par value of the stock appears to be the sum of $533,922.62.

MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

The above companies were organized in the year 1876 and subsequently merged and operated under one management up to the time of the consolidation, on November 11, 1884.

The Knickerbocker Company was formerly the Union Gas-light Company which passed into the hands of a receiver. It appears that the works of the Knickerbocker Company were partly built
8235 from funds supplied by the Bayard estate, and the advances for that purpose amounted to about $1,200,000, which was secured by the lease between the Municipal and Knickerbocker Companies providing for the guarantee of the payment of interest and principal upon the $1,200,000 in bonds. At the same time the Knickerbocker Company stock was purchased by the Municipal for $50,000 in cash, the latter company transferring in trust the whole of its share capital, viz.: 15,000 shares, at $100, each representing $1,500,000 of stock.

The Municipal Company was incorporated July 7, 1876, with a capital of $500,000, and commenced operations by issuing 3,500 shares of stock, at par value of $350,000, to Mr. R. M. C. Graham, in consideration of the purchase of stock in the New York Oxygen Gas Company. Of this $350,000, $250,000 was returned to the treasury of the company, to be sold and used as working capital, leaving the actual cost to the company of the property acquired $100,000. The $250,000 stock was disposed of as follows:

For cash	$215,300
In payment of expenses.....	8,900
Discount on stock sold below par.....	25,800
Making a total.....	$250,000

And $150,000 of stock was issued to Mr. E. Stearns, agent, in purchase of a certain patent-right, known as the Du Motee patent, and this transaction, with the stock issued to Mr. Graham, completed the entire issue of the original stock of $500,000. In 1877, a further increase of $1,000,000 was made on the capital stock of which $800,000 was paid in cash and $200,000 paid for the purchase of patents; and in 1879 a further issue of $500,000;; and in 1880 a further
8236 issue of $1,000,000, both of which were paid in cash, making the total issue of capital $3,000,000.

The particulars of the capital account are detailed on page 730.

To enable this company to provide additional capital for its plant and works, an issue was made in 1877, of $750,000 in bonds; $390,000 were sold for cash, and the balance, $360,000, was deposited as security for the purchase of real estate and other property, and of these bonds there remained at the time of the transfer to the Consolidated $291,000 the liability of which was assumed by the Consolidated Company.

In the last issue of $1,000,000 of stock, in 1880, there was included a subscription by the Bayard estate of three thousand five hundred shares, amounting to $350,000 a check for which was paid to the Municipal Company on March 16, 1880. The history of this transaction appears to be, that the Knickerbocker Company had instituted a suit against the Municipal Company for damages for the nonfulfillment of a certain contract, which action was settled by payment to the Bayard estate on the 16th March, 1880, of the sum of $300,000 and the $50,000 before referred to for the purchase of the Knickerbocker stock, making a total of $350,000 capital; a check by the Bayard estate for $350,000 was concurrently paid to the company as a subscription for the 3,500 shares so issued. This stock appears by the register of stockholders to have been subsequently transferred in part to the shareholders of the original Knickerbocker stock under arrangement between the parties. The above amount of $300,000 for damages was charged to the profit and loss account, and the $50,000 was charged up as an investment for Knickerbocker stock, so that in reality the company had paid damages and invested
8237 in the Knickerbocker stock at the expense of their capital account, and the transactions being concurrent, the company in reality parted with no money. In 1880, when the Knickerbocker property was acquired by the Municipal as before stated, the two companies were conducted under one management, and a separate set of books was kept showing the production and profits of each company at its respective works, as likewise the amounts paid out for improvements to works and mains, etc., and the cost of each was provided out of the Municipal funds. The separate profits of the two companies are shown in statement pages 740-739 and result in a surplus, during the operations, of $2,493,543.51 after payment of dividends amounting to $2,806,192.50.

The profit and loss account also contains a credit on June 30th, 1879, of $300,000 paid by the New York Gas-light Company for the right to manufacture gas by the process then in use by the Municipal Company.

The purchase of this patent in the first place was charged up to the "purchase of patents account," but the sum received for the right from another company was credited up to "income account." The total outlay by the Municipal Company for real estate, buildings, works, plant, services, mains, meters, etc., was $4,092,347.86, which was appraised to the Consolidated Company at $5,100,000, leaving an appreciation, including the franchise, of $1,007,652.14. The Knickerbocker Company's outlay for improvements, meters, plant, services, etc., provided for by the Municipal amounted to $810,481.15, but the works, the value of which is not brought into the books, were appraised to the Consolidated Company at $3,000,000 leaving an appreciation (subject to mortgage bonds) of $2,189,518.85. The total amount, therefore, of the two properties transferred to the
8238 Consolidated Company was $8,100,000, from which was deducted for liabilities $1,500,000, leaving a net amount of $6,600,000 of stock issued to the stockholders of the Municipal Company in consideration of the two properties, less the incumbrances.

In reference to the dividend account, page 750, it will be seen that the Municipal Gas-light Company commenced paying dividends in 1879 and for the six years ending 1884, paid to its shareholders the sum of $2,806,192.50, by way of dividends, to which must be added the stock of the Consolidated Company amounting to $6,600,000, making a total of $9,406,192.50.

To this, however, must be added division of assets since the consolidation already paid, $795,000, and a further surplus of about $137,000, making a total amount received and to be received by the stockholders of the Municipal Company for the original capital:

Cash dividends and surplus to be divided.....	$3,738,192 50
Add the stock of the Consolidated Company to represent the original investment of $3,000,000.....	6,600,000 00
	$10,338,192 50
Deduct amount of stock capital paid in.....	3,000,000 00
Net benefits received in cash and stock beyond the original investment	$7,338,192 50

As before mentioned, the Knickerbocker stock was bought by the Municipal Company for $50,000, which was charged to an ac-
8239 count called "The Knickerbocker stock account." The stock itself, however, was transferred and held in the name of trustees, and arrangements with the old stockholders were apparently made by the subscribers to the Bayard stock of 3,500 shares, a part of the issue of 1880. When the Municipal Company was transferred to the Consolidated Company this stock was divided *pro rata* among the then stockholders of the Municipal Company, and taken at a valuation, to include plant, of $3,000,000, from which was deducted the bonded debt of about $1,137,000. The shareholders of the Municipal, therefore, were benefited in this transaction nearly $1,863,000, and by the profits accumulated from the manufacture, less the outlay upon the works and the cost of the stock, about $860,481.15.

HARLEM GAS-LIGHT COMPANY.

This company was incorporated in 1855 under the act entitled "An act to authorize the formation of gas-light companies," passed February 16, 1848, and during the first year of its existence, issued and received payment for $85,000 of stock. Within the succeeding four years it issued further capital to the amount of $262,900 of which $150,950 was issued in payment for construction and works. By subsequent issues at different periods the total stock capital was brought up to $2,000,000, of which $1,569,050 was paid up in cash, $150,950 was issued as above in payment for construction and works, $200,000 was credited by appreciation by resolution of the board, May 21, 1866, and $80,000 was issued in July, 1864 by way of scrip dividend.

The particulars of the foregoing are shown by the capital account, pages 751-752. In 1875 $150,000 in bonds bearing interest at seven per cent. per annum, payable one-half yearly were issued and
8240 subscribed for, and in 1879 a further $20,000 were taken up, making a total bonded debt of $170,000.

The company did not enter upon active business until the early part of 1857, and the results up to the time of their amalgamation with the Consolidated Gas-light Company are shown in yearly, and five yearly periods by the analysis of the profit and loss account pages 753-757.

An examination of the figures contained in the above-named analysis will show that the company during the twenty-seven years of its active business paid to its stockholders dividends to the amount of $2,329,917.25 (inclusive of the $80,000 scrip), and paid interest regularly on their bonds.

From the statement headed "Current Capital account," pages 761 to 764, it will be noted, that this company, whilst always commanding a steady business had not at all times ample capital at command. This arose to a great extent from a very large portion of the business of the company being the public lighting, which returned but a bare profit, if any, on the cost.

The rate of dividends paid by this company has at no time been excessive, averaging in many years considerably below ten per cent. (See Capital and Dividend Account pages 765-766).

The transfer of this company's property to the Consolidated Gas-light Company was effected at an appreciation of (in round figures) $1,313,000, on the real estate, buildings, retorts, plant, mains and services, and the franchises and rights were charged up at $469,-082.54. (For the further full particulars of this, see particulars of sales to Consolidated Gas-light Company, page 758.) The statement shows $3,000,000 Consolidated stock issued, the actual amount of stock received, however, approximated $2,830,000—$170,000
8241 being retained by the Consolidated Gas Company, on account of liability assumed by them of the $170,000 bonds of the Harlem Gas-light Company, which have since been paid off by the Consolidated Company.

From the foregoing, and by reference to the annexed tabulated

statements it will be seen that in a condensed form the following figures give particulars of total cash and capital investments and profits derived therefrom by the stockholders of the Harlem Company by way of dividends, and by sale under the consolidated scheme to the Consolidated Gas Company.

Total capital subscribed in cash, and issued for construction (cash)		$1,720,000 00
Issued by appreciation		200,000 00
Issued by scrip dividend		80,000 00
Total		$2,000,000 00
Total dividends paid to stockholders, as per account pages 765-766, exclusive of $80,000 scrip dividend		$2,249,917 25
Increased valuation beyond stated value of real estate, plant, mains, services, etc., in books of Harlem Company, and the appraisement to Consolidated Company:		
Balance of separate accounts		1,243,986 97
Appreciation	$1,312,733 98	
Franchises	469,082 54	
		1,781,816 52
		$3,025,803 49
8242 Brought forward		$3,025,803 49
Liabilities assumed by Consolidated Company:		
Bonded debt	$170,000 00	
Sundry liabilities	168,705 93	
	$338,705 93	
Deduct value of consumers' accounts, coal, tools, stores, materials, coke, cash assets, etc	142,902 44	
		195,803 49
		$2,830,000 00

This being the amount of stock issued by the Consolidated Company to the Harlem Company, viz.: $3,000,000, as shown by statement page 758, less liability of $170,000 assumed by the Consolidated Company on account of the bonded debt of the Harlem Company hereinbefore referred to.

The stockholders of the Harlem Company have therefore received for their original investment of $1,720,000 represented by stock of $2,000,000,

Dividends	$2,249,917 25
Consolidated stock as above	2,830,000 00
	$5,079,917 25
Deduct cash paid for stock	1,720,000 00
Received in cash and stock of Consolidated Company for the original investment	$3,359,917 25

8243 The foregoing gives a succinct history of the constituent companies of the Consolidated Company, and on page 775 give a tabulated statement showing the various capital accounts, the benefits, etc. On reference to this statement it will be seen that the total benefits derived by the stockholders from their investment have been, in cash dividends, surplus assets, and stock in the Consolidated Company $79,418,703.26, and in addition thereto the equivalent of the original stock in the stock of the new company.

On page 776 are shown the assets and liabilities transferred by the constituent companies to the Consolidated Company, but collected on their account, and liquidation of the current liabilities at the time of the transfer.

It therefore shows that the constituent companies really paid back to their stockholders the working capital of their separate concerns, which in the aggregate amounted to (say surplus assets)	$1,707,089 99
Add dividends paid for the Manhattan and New York Companies included under that head	440,000 00
	$2,147,089 89

THE CONSOLIDATED GAS COMPANY.

The various constituent companies were organized into the Consolidated Company at a par value of $39,078,000, which represents, according to the following schedule, the valuation and appraisement of the real estate, mains, services, etc., and other properties and franchises.

	New York.	Manhattan.	Metropolit'n.	Municipal.	Knicker-bocker.	Harlem.	Total.
Street mains, valves, etc.	$950,000	$1,083,000	$971,000	$749,000	$744,000	$720,000	$5,217,000
Meters	215,000	367,000	273,000	158,000	69,000	113,000	1,195,000
Services	127,000	350,000	233,000	103,000	81,000	111,000	1,005,000
Plant	2,874,000	3,623,000	2,044,000	1,804,000	980,000	826,000	12,151,000
Real estate	1,607,000	3,563,000	1,474,000	889,000	480,000	604,000	8,617,000
Bulkheads, piers and water rights	250,000	425,000	300,000	200,000	115,000	100,000	1,390,000
Office buildings	100,000	175,000	.....	.....	.....	50,000	325,000
Office furniture	15,000	20,000	12,000	16,000	2,000	5,000	70,000
Laboratories, photometer rooms, etc.	5,000	5,000	5,000	6,000	1,000	2,000	24,000
	$6,143,000	$9,611,000	$5,312,000	$3,925,000	$2,472,000	$2,531,000	$29,994,000
Rights, franchises etc.	1,417,000	2,329,000	1,863,000	1,175,000	528,000	469,000	7,781,000
Totals	$7,560,000	$11,940,000	$7,175,000	$5,100,000	$3,000,000	$3,000,000	$37,775,000

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8245 Furthermore, a certain amount of stock was reserved by the Consolidated Company, amounting to $1,303,000, to be hereafter sold to provide working capital, and a sum of $2,329,000 was also reserved from such valuation of $37,775,000, to be disposed of from time to time in providing for the current obligations and bonds of the various companies.

This stock had not been disposed of at the time your committee commenced its labors, but some of the liabilities had been paid, viz.:

The bonds of the Harlem Company	$170,000 00
Notes of the Knickerbocker Company	450,000 00
Total	$620,000 00

The stock above referred to, and amounting to $3,647,940, was held by the treasurer in trust for the company at the commencement of your committee's sittings.

The time for the Consolidated Company to close its accounts for the first fiscal year is, I am informed, on the 31st of December 1885, therefore, the full result of the year's operations on the method it intends to pursue in closing up its accounts is not apparent. The monthly trial-balance to October 31, 1885, and profit and loss account to June 30, 1885, were, however, produced.

The profit and loss account to 30th June, 1885, showed net profits of $1,832,503.38, and left after payment of the first dividend of three and one-half per cent., $592,988.88 carried forward to a new account. This represents the apparent profits of the company, as made up from November 11, 1884, to June 30, 1885, the best season of the year.

8246 About the 24th of November last, a further dividend of three and one-half per cent. was declared, and made payable on the 15th December, which, at the time of declaration, had not been earned, and it is doubtful if sufficient was to the credit of profit and loss account on the date of payment—15th December.

From an examination of the accounts as submitted to me up to the 31st October, 1885, the seven per cent. dividend was not earned, nor can it be shown, in my opinion, that at the 31st December, 1885, if the accounts are made up upon a true basis of reserving a proper amount of depreciation and wear and tear, that the payment of this dividend is warranted by the earnings.

It having been represented by witnesses during the progress of the committee's labors that the wear and tear of the gas plant is about twelve and one-half per cent. per annum, it can readily be seen that such an amount has not been expended or provided for, even if you take the plant and works at the actual cost, instead of the appraised value.* It is further noticed that large sums have been expended and charged to plant, works, etc., thereby considerably increasing the apparent outlay for plant and increasing the depreciation in future years.

This question of reserving for repairs and depreciations is one that demands careful consideration, and should undoubtedly be a charge to expense account, for a fair proportionate sum yearly, even if the amount so set aside or decided upon, has not been expended.

In all well-conducted manufacturing interests such a course is pursued, to equalize the earnings and avoid an excessive charge in one year as against another, when the expenditure is variable, and chances of accidents occurring, entailing a considerable outlay to replace.

The Treasurer of the company has testified that it was neces-
8247 sary to borrow money to pay the dividend, and to meet that obligation the company discounted $600,000 worth of notes with their bankers, pledging their receipts therefor to meet them at maturity.

From the foregoing it is evident that the profits of the company are exhausted in the payment of the dividend. It must, however, be considered that some of the obligations of the old companies have been paid off, and, there being no working capital to provide for the cash assets, excepting the credit obtained for supplies, the company, of necessity, must be a borrower, and, to provide means to carry on their business, they have contracted loans from February, 1885, which must continue unless more capital stock is subscribed, or a surplus fund created out of profits.

The stated object of consolidation being to reduce the price of gas by curtailment of expenses, centralizing their works, and manufacturing at the minimum of expense, has not, to any extent, been effected. The cost of the executive management is large (amounting to $75,000 per annum), while, in many instances, other expenses remain the same, and what has been gained by the consumers in the nominal reduction of the price of gas from $2.25 to $1.75 per thousand feet is largely accounted for by the decrease in leakage from the closing of mains formerly in use.

The fact still remains, however, that the Consolidated Company is now paying to its shareholders, who were stockholders in the old companies, dividends approximating in amount the dividends received by them on their corresponding holdings in the constituent companies; and while the consumers may have benefited by
8248 the cost of gas from reduction of expenses, no concession is made by the shareholders.

The gas produced and distributed by the company for one year ending November 11, 1885, is estimated at 3,820,000,000 cubic feet, and has produced a profit of about sixty-five cents per thousand feet or thirty-eight and one-quarter per cent. of the average receipts ($1.70 per thousand feet) from consumers as profits.

It appears by the London gas companies' accounts that a larger quantity of gas (4,234,164,000 cubic feet) is produced by the South Metropolitan Gas Company on a capital of $11,401,800 and the price to consumers per thousand cubic feet is sixty-eight cents, while the shareholders receive a dividend of about twelve per cent. for the year 1884. The capital used to produce this quantity is $2.69 per thousand cubic feet, while in the Consolidated Company of New York upon the present capitalization $10.23 is required.

It is quite evident from the workings of this company that little relief can be extended to gas consumers beyond the present price charged, if the stockholders expect a continuous dividend of seven

per cent. upon the present capitalization. Some relief might be afforded by consolidating the various works, and so curtail expenses to a minimum, and avoid the use of unnecessary mains to decrease the loss of gas, which, in the year 1883, amounted (including the consumption at works) to fifteen per cent. of the total produced. Should this be adopted, and a fair dividend paid upon the actual capital invested, the cost to consumers will be materially lessened.

The stock of the Consolidated Company is listed on the New York Stock Exchange, and considerable dealings have taken place.
8249 An investigation of the stock accounts show that while a few of the original stockholders have increased their holdings, new holders have acquired 50,662 shares out of a total of 354,300 shares allotted to the stockholders of the constituent companies. With the exception, therefore, of about one-seventh, the shares are now held by the same parties who held them before the consolidation.

New York Mutual Gas-Light Company.

This company was organizd under chapter 651, Laws of 1866.

Its original share capital was $500,000 which in 1870 was increased to $5,000,000.

The books of the company open in November, 1871, with entries tending to show that the whole of the capital of $5,000,000 was allotted as fully paid to the parties contracting to supply the buildings, materials, plant, mains, services, etc., but this seems to have been merely a technical transaction to render the capital legally issued as fully paid.

The contractors appear to have donated the stock to the treasury of the company, and it was then issued to subscribers at fifty cents on the dollar, the whole of the original buildings, materials, plant, mains, services, and real estate being paid for in cash out of the proceeds of such stock sales.

The company commenced active business toward the close of the year 1873, and during the twelve years ending December 31, 1884, after paying dividends to the amount of $3,612,500 accumulated a credit balance to their profit and loss account of $3,129,708.40, a considerable portion of which has been expended in general construction, mains, services, etc.

In 1871 the company made a first issue for cash of $220,000 on account of a total issue of $1,000,000 of first mortgage bonds,
8250 bearing six per cent. interest, redeemable at the option of the company. This issue was continued during 1872, 1873 and 1874, and the last $100,000 issued during 1878. The whole of the loan was redeemed during the four succeeding years.

In 1882 the company made a second issue of $1,500,000 six per cent. mortgage bonds, exchanging these for a like amount of capital stock at par, thereby reducing the stock capital to $3,500,000.

Part of these bonds have since been bought up by the company, so as to leave now on account of unredeemed bonds at the close of 1884, $1,296,000.

Against this, and ostensibly to meet this liability when due, the company has from time to time invested its surplus profits in United States bonds, and now hold $900,000 par value.

The company does not appear to have materially appreciated or depreciated its assets, the cost of repairs and maintenance having been periodically charged against income, thereby effecting, though in a less direct manner, the ends gained by a direct charge to depreciation.

Irrespective of the above, however, the company has, at different periods, written off the sum of $176,500 on account of patents purchased and worked, which have proved of no value.

The analysis of profit and loss accounts, page 768 gives the workings of the company in yearly periods and particulars of the dividends paid, and the subscription and repayment of first and second mortgage bond issues, will be found on page 767.

Page 770 gives particulars of the real estate investments, which will stand at the figures of the original investment, and page 771 gives particulars of the investments other than real estate.

The balance sheet page 767 gives the exact position of the company on December 31, 1884.

8251 The Mutual Company, it was originally intended should join in the consolidation, but for reasons they did not do so. The original capital of the Consolidated Company was fixed at $45,000,000, and the proportion of the Mutual being $5,922,000, the present capital of the Consolidated Company was reduced to that extent.

Equitable Gas-Light Company.

This company was incorporated in 1882 with an authorized capital of $2,000,000, which was subsequently increased to $3,000,000; it commenced business in 1882 by the purchase of the patent rights belonging to Mr. Jermanauski for $1,000,000 in fully paid shares of the capital stock of the company; Mr. Jermanauski then donated $500,000 of this stock to the company for the purpose of providing working capital to build works, etc.

This stock was all sold at par, and paid for in cash.

In addition to the above item $190,000 in shares were issued at par in part payment on contract for the erection of works.

The remainder of the capital, $2,310,000, has all been subscribed for, payable in installments, on account of which $1,742,247.68 has been paid in cash up to November 30, 1885, $432.32 interest allowed on anticipated payments, leaving a balance still to be paid in of $567,320.

The company has issued besides $1,000,000 in coupon bonds, and owes on mortgage on its real estate and works the sum of $400,000, making the total capital upon which it is at present operating $3,832,680. On the first November, 1885, to which time the accounts were taken out, this item stood at $3,737,865.

The investments for works, etc., against this capital in-
8252 cluding the $500,000 for patents, amount to $3,381,850.10, and the difference is made up of cash in bank, value of materials on hand, and bills against consumers, due and unpaid, amounting to $350,614.90. Of this sum, however, considerable amounts are being expended for real estate (over $500,000) to provide additional works to increase production.

This company did not commence to produce and distribute gas until the month of December, 1884, and has sent out during the eleven months 253,118,800 cubic feet, and is now producing a maximum of about 2,500,000 cubic feet per diem.

The various companies before referred to comprise all the gas companies doing business in New York city, exclusive of those east and north of the Harlem river.

Respectfully submitted,

J. YALDEN,
Public Accountant and Auditor,
151 *Broadway, New York.*

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TABLES

(Prepared by the Expert)

SHOWING THE VARIOUS ITEMS OF THE AMOUNTS STATED IN HIS FOREGOING REPORT. ABSTRACTS OF THE CAPITAL ACCOUNTS, THE ACCOUNTS FOR CONSTRUCTION, REPAIRS, PROPERTIES, DEPRECIATION, EXPENSES, PROFITS, DIVIDENDS, EARNINGS AND ALL OTHER IMPORTANT ACCOUNTS ARE IN THESE TABLES STATED SEPARATELY WITH RESPECT TO EACH NEW YORK GAS COMPANY.

A

MANHATTAN GAS LIGHT CO.

Capital Account.

DATE.	Capital created.	Cash.	Dividends declared and paid.	Instalments credited by resolution.
1831				
Feb. 1. 1st issue under original charter. 10,000 shares at $50	$500,000 00			
Feb. 1		$1,625 00		
July 31		825 00		
Aug. 31		5,160 00		
Sept. 30		880 00		
1833				
May 31		2,440 00		
June 30		1,220 00		
July 31		37,830 00		
Aug. 31		20 00		
1834				
July 1		50,000 00		
1835				
Jan. 1		25,000 00		
to 1836				
Jan. 1		75,000 00		
	$500,000 00	$200,000 00		
1836				
Sept. 1		$50,000 00		
1837				
Jan. 1			*24,000 00	
1839				
Mar. 31		20,000 00	27,500 00	
		$70,000 00	$51,500 00	
1841				
July 31		$28,548 00		
1842				
Jan. 1		1,062 00	$17,100 00	
1843				
Jan. 1		30,390 00	18,900 00	
1844				
Jan. 1			19,800 00	
1845				
Jan. 1			19,800 00	
1846				
Jan. 1		37,498 00	21,000 00	
		$97,498 00	$96,600 00	
1847				
Jan. 1		$130,145 00	$24,300 00	
1848				
Jan. 1. 2d issue. 20,000 shares, at $50	$1,000,000 00	103,622 00	77,500 00	
1849				
Jan. 1		123,605 00	53,250 00	
1850				
Jan.		126,067 50	72,875 00	
1851				
Jan. 1		62 50	85,000 00	
	$1,000,000 00	$482,502 00	$312,925 00	

*Feb. 1836, $12,000; Sept. 1836, $12,000.

A — MANHATTAN GAS-LIGHT CO.

Capital Account—(Continued).

YEAR ENDING.	Capital created.	Cash.	Dividends declared and paid.	Instalments credited by resolution.
1852				
Jan. 1		$60,550 00	$85,000 00	
1853				
Jan. 1		237,372 50	92,625 00	
1854				
Jan. 1		301,430 00	120,000 00	
1855				
Jan. 1. 3d issue. 10,000 shares at $50	$500,000 00	395,850 00	148,333 33	
1856				
Jan. 1. 4th issue. 40,000 shares at $50	2,000,000 00	154,797 50	*905,441 67	
Jan. 1. Credit to stockholders of $18 per share on this issue out of "surplus profits."				$720,000 00
	$2,500,000 00	$1,200,000 00	$1,351,400 00	$720,000 00
1857				
Jan. 1			$396,250 00	
1858				
Jan. 1			277,000 00	
1859				
Jan. 1		$228,045 09	569,333 33	
1860				
Jan. 1		197,755 00	600,000 00	
1861				
Jan. 1			525,000 00	
		$725,800 00	$2,367,583 33	
1862				
Jan. 1		$4,200 00	$525,000 00	
1863				
Jan. 1			525,000 00	
1864				
Jan. 1		488,587 50	1,337,880 83	
1865				
Jan. 1		4,250 00	875,000 00	
1866				
Jan. 1		7,162 50	200,000 00	
		$504,200 00	$3,462,880 83	
6 months ending 1866				
July 1			$200,000 00	
Year ending 1867				
July 1			490,000 00	
6 months ending 1868				
Jan. 1			270,000 00	
Year ending 1869				
Jan. 1			1,140,000 00	
1870				
Jan. 1			940,000 00	
1871				
Jan. 1			1,140,000 00	
			$4,090,000 00	

* Inclusive of above, $720,000.

A — MANHATTAN GAS-LIGHT CO,

Capital Account—(Continued).

YEAR ENDING.	Capital created	Cash.	Dividends declared and paid.	Instalments credited by resolution.
1872				
Jan. 1	.....	.....	$1,540,000 00	.....
1873				
Jan. 1	.....	.....	1,763,428 90	.....
1874				
Jan. 1	.....	.....	411,285 77	.....
1875				
Jan. 1	.....	.....	1,600,011 67	.....
1876				
Jan. 1	.....	.....	1,400,000 00	.....
			$6,714,726 34	.....
1877				
Jan. 1	.....	.....	$600,000 00	.....
1878				
Jan. 1	.....	.....	800,060 16	.....
6 months ending 1878				
July 1	.....	.....	600,000 00	.....
Year ending 1879				
July 1	.....	.....	400,000 00	.....
1880				
July 1	.....	.....	320,000 00	.....
Year ending 1881				
Jan 1	.....	.....	400,000 00	.....
			$3,120,060 16	.....
1882				
Jan. 1	.....	.....	$580,000 00	.....
1883				
Jan. 1	.....	.....	1,000,000 00	.....
1884				
Jan. 1 to Nov. 1	.....	.....	1,000,000 00	.....
	.....	.....	1,400,000 00	.....
			$4,280,000 00	.....

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A—Summary.

FIVE YEARS ENDING.	Capital created.	Cash.	Dividends declared and paid.	Instalments credited by resolution out of profits.
1836				
Jan. 1.....	$500,000 00	$200,000 00	.....	.....
1841				
Jan. 1.....	.....	70,000 00	$51,500 00	.....
1846				
Jan. 1.....	.....	97,498 00	96,600 00	.....
1851				
Jan. 1.....	1,000,000 00	482,502 00	312,925 00	.....
1856				
Jan. 1.....	2,500,000 00	1,200,000 00	1,351,400 00	$720,000 00
1861				
Jan. 1.....	.....	725,800 00	2,367,583 33	.....
1866				
Jan. 1.....	.....	504,200 00	3,462,880 83	.....
1871				
Jan. 1.....	.....	.....	4,090,000 00	.....
1876				
Jan. 1.....	.....	.....	6,714,726 34	.....
1881				
Jan. 1.....	.....	.....	3,120,060 16	.....
to 1884				
Nov. 1.....	.....	.....	4,280,000 00	.....
		$3,280,000 00	.....	.....
Instalments credited by resolution out of profits.	.....	720,000 00	.....	.....
	$4,000,000 00	$4,000,000 00	$25 847,675 66	$720,000 00

A—MANHATTAN GAS-LIGHT COMPANY.

Dr. *Analysis of Profit and Loss Accounts from February 1, 1836, to November 11, 1884.* *Cr.*

Year ending	Total cost of gas, bad accounts and sundries.	Depreciation.	Dividends.	Gross income from gas recovered on bad account and sundries.	Appreciation written up.
1834, February 1..	$35,448 48	$1,476 18	$24,000 00	$46,311 79	
1838, February 1..	33,081 94	1,476 18	27,500 00	44,307 58	$13,316 25
1839, February 1..	41,539 88	.....	.....	50,827 36	
1840, February 1..	33,666. 73	.....	.....	39,161 03	
1841, February 1..	33,454 04	.....	.....	49,259 71	
	$177,191 07	$2,952 36	$51,500 00	$229,867 47	$13,316 25
1842, February 1..	$34,716 39	.....	$17,100 00	$52,191 75	
1843, February 1..	36,322 04	.....	18,900 00	55,723 06	
1844, February 1..	33,849 23	.....	19,800 00	57,779 08	
1845, February 1..	40,712 12	.....	19,800 00	65,181 30	
1846, February 1..	50.436 51	.....	21,000 00	79,550 64	
	$196,036 28	.....	$96,600 00	$310,425 83	

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A.—MANHATTAN GAS-LIGHT COMPANY.

Dr. *Analysis of Profit and Loss Accounts, etc.*—(Continued). *Cr.*

Year ending	Total cost of gas, bad accounts and sundries.	Depreciation.	Dividends.	Gross income from gas recovered on bad accounts and sundries.	Appreciation written up.
1847, February 1..	$63,282 09	.....	$24,300 00	$118,004 89	
1848, Feb. 1 (11 m.)	72,950 46	$9,232 67	77,500 00	134,453 48	
1849, January 1...	81,809 14	5,887 88	53,250 00	163,268 84	
1850, January 1...	132,776 67	1,706 00	72,875 00	248,595 25	
1851, January 1...	162,913 08	4,250 19	85,000 00	313,712 60	
	$513,731 44	$21,076 74	$312,925 00	$978,035 06	
1852, January 1...	$206,275 28	.....	$85,000 00	$382,256 28	
1853, January 1...	275,239 99	.....	92,625 00	480,917 13	
1854, January 1...	455,108 19	$22,889 15	120,000 00	755,256 02	
1855, January 1...	649,585 99	48,196 66	148,333 33	1,011,728 32	
1856, January 1...	778,550 91	.....	905,441 67	1,229,028 93	
	$2,364,760 36	$71,085 81	$1,351,400 00	$3,859,186 68	

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1857, January 1...	$845,892 52	$327,953 84	$396,250 00	$1,388,744 73	
1858, January 1...	991,786 18	50,000 00	277,000 00	1,511,313 16	
1859, January 1...	1,082,300 41	1,168 39	569,333 33	1,631,050 15	
1860, January 1...	1,200,624 99	50,014 50	600,000 00	1,884,500 86	
1861, January 1...	1,282,967 40	150,000 00	525,000 00	2,128,953 61	
	$5,403,571 50	$579,136 73	$2,367,583 33	$8,544,562 51	
1862, January 1...	$1,220,105 61	$227,425 44	$525,000 00	$2,013,623 30	
1863, January 1...	1,186,999 84	450,000 00	525,000 00	2,063,743 77	
1864, January 1...	1,361,835 22	150,000 00	1,337,880 83	2,127,158 04	$903,284 06
1865, January 1...	1,807,845 36	.....	875,000 00	2,296,511 23	
1866, January 1...	2,179,542 01	.....	200,000 00	2,534,258 34	
	$7,756,328 04	$827,425 44	$3,462,880 83	$11,035,294 68	$903,284 06
1867, January 1...	$2,271,254 04	.....	$200,000 00	$2,665,182 51	
1868, January 1...	2,281,431 19	.....	670,000 00	3,357,123 87	
1869, January 1...	2,467,006 74	.....	1,140,000 00	3,838,615 08	
1870, January 1...	2,730,666 69	.....	940,000 00	3,992,864 32	
1871, January 1...	2,684,472 39	.....	1,140,000 00	4,016,839 18	
	$12,434,831 05	.....	$4,090,000 00	$17,870,624 96	

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A—MANHATTAN GAS-LIGHT COMPANY.

Dr. *Analysis of Profit and Loss Accounts, etc.*—(Continued). *Cr.*

Year ending.	Total cost of gas, bad accounts and sundries.	Depreciation.	Dividends.	Gross income from gas, recovered on bad accounts and sundries.	Appreciation written up.
1872, January 1...	$2,837,831 76	6,055 50	1,540,000 00	4,355,565 48	
1873, January 1...	2,614,708 54	11,414 00	1,763,428 90	4,159,800 42	
1874, January 1...	2,442,748 88	100,228 03	411,285 77	3,608,518 61	
1875, January 1...	2,326,617 56	2,220 50	1,600,011 67	3,378,317 11	
1876, January 1...	2,133,164 14	166,217 79	1,400,000 00	3,145,317 84	
	$12,355,070 88	$286,135 82	$6,714,726 34	$18,647,519 46	
1877, January 1...	$1,815,787 01	$432,792 66	$600,000 00	$2,553,778 13	
1878, January 1.	1,559,601 63	10,842 36	800,060 16	2,288,273 52	
1879, January 1...	1,457,539 01	11,174 85	600,000 00	2,072,369 21	
1880, January 1...	1,250,982 75	11,023 33	400,000 00	1,624,755 37	
1881, January 1...	1,352,559 42	5,778 86	720,000 00	1,941,271 81	
	$7,436,469 82	$471,612 06	$3,120,060 16	$10,480,448 04	

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1882, January 1...	$1,446,935 98	$5,571 28	$880,000 00	$2,423,660 57	$533.627 12
1883, January 1...	1,517,855 76	4,585 18	1,000,000 00	2,593,792 71	
1884, January 1 to.	1,584,429 91	4,203 80	1,000,000 00	2,758,914 10	
November 11..	1,422,013 62	4,351 31	1,400,000 00	2,428,613 07	
	$5,971,235 27	$18,711 57	$4,280,000 00	$10,204,980 45	$533,627 12

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VERTICAL IN BOOK

Dr. **A — *Summary.*** *Cr.*

FIVE YEARS ENDING	Total cost of gas, bad accounts and sundries.	Depreciation.	Dividends.	Totals.	Gross income from gas, recovered on bad accounts and sundries.	Appreciation written up.	Totals.
1841, February 1	$177,191 07	$2,952 36	$51,500 00	$231,643 43	$229,867 47	$13,316 25	$343,183 72
1846, February 1 (4 y'rs 11 m.)	196,036 28	.....	96,600 00	292,636 28	310,425 83	.....	310,425 83
1851, January 1	513,731 44	21,076 74	312,925 00	847,733 18	978,035 06	.....	978,035 06
1856, January 1	2,364,760 36	71,055 81	1,351,400 00	3,787,246 17	3,859,186 68	.....	3,859,186 68
1861, January 1	5,403,571 50	579,186 73	2,367,583 33	8,350,291 56	8,544,562 51	.....	8,544,562 51
1866, January 1	7,756,328 04	827,425 44	3,462,880 83	12,046,634 31	11,035,294 68	903,284 06	11,938,578 74
1871, January 1	12,434,881 05	.....	4,090,000 00	16,524,831 05	17,370,624 96	.....	17,870,624 96
1876, January 1	12,355,070 68	286,135 82	6,714,726 34	19,355,933 04	18,647,519 46	.....	18,647,519 46
1881, January 1 to	7,436,469 82	471,612 06	3,120,060 16	11,028,142 04	10,480,448 04	.....	10,480,448 04
1884, Novem'r 11	5,971,235 27	18,711 57	4,250,000 00	10,269,946 84	10,204,980 45	533,627 12	10,738,607 59
	$54,609,225 71	$2,278,136 53	$25,847,675 66	$82,735,037 90	$82,160,945 14	$1,450,227 43	$83,611,172 57
Balance	.....	.....	.....	876,134 67			
				$83,611,172 57			$83,611,172 57

Dr. ***Resume.*** *Cr.*

Total cost of gas	$53,541,211 97		Gross income from gas	$81,818,509 44	
Bad accounts	449,616 65		Recovered on bad accounts	85,435 68	
Sundries	618,397 09		Property rents	7,099 50	
		$54,609,225 71	Sundries	249,900 52	
Depreciation		2,278,136 53			$82,160,945 14
Dividends		25,847,675 66	Appreciation		1,450,227 43
Balance being in Consolidated Gas-light Company's stock		876,134 67			
		$83,611,172 57			$83,611,172 57

The operations of this company necessitated an expenditure beyond the capital stock account of the above balance of $876,134.67, and was consequently invested in plant, services, etc., at the time of the transfer to the Consolidated Company.

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TICAL IN BOOK

A.—MANHATTAN GAS-LIGHT COMPANY.

Dr. *Particulars of sale to the Consolidated Gas-light Company, November 11, 1884.* *Cr.*

Account.	State of account prior to Cr. of appreciation.	Appreciation written up.	Sold for.
To real estate*	$3,351,730 74	$811,269 26	$4,163,000 00
" plant†	64,247 49	3,582,155 73	3,646,403 22
" mains and services	1,212,970 77	223,169 96	1,436,140 73
" meters	244,050 49	127,867 16	371,917 65
" customers	334,500 80	.....	334,500 80
" franchises, rights and privileges	.....	2,329,000 00	2,329,000 00
" office furniture	.....	20,000 00	20,000 00
" coal	240,371 32	.....	240,371 32
" lime	576 64	.....	576 64
" insurance	78 75	.....	78 75
" water rates	393 90	.....	393 90
" coke	2,225 00	.....	2,225 00
" gas	8,358 80	.....	8,358 80
" Arnois Le Cour ammonical liq.	946 12	.....	946 12
" N. Y. Coal and Tar Co.	5,484 67	.....	5,484 67
" Dept of Public Works	1,343 18	.....	1,343 18
	$5,467,278 67	$7,093,462 11	$12,560,740 78

Account.	
By cash	$30,016 70
" interest	8,677 70
" deposits	86,777 00
" dividends.	400,000 00
" rents	877 77
" cancelled deposits and interest	2,000 00
By salaries	1,594 44
" mayor, alderman & Co.	50,797 17
By treasurer State of New York	40,000 00
By balance, being stock of Con. Gas-light Co.	11,940,000 00
	$12,560,740 78

1878

8264

*Real estate:		†Plant:	
Real estate additions and improvements, North river	$1,774,919 38	Stoking apparatus	$45,844 27
Real estate additions and improvements, East river	1,486,607 42	Material at stations	12,870 31
Real estate additions and improvements, Irving place	90,203 94	" " Irving place	3,532 91
		Library	500 00
		Stationery	1,500 00
	$3,351,730 74		$64,247 49

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TICAL IN BOOK

A — MANHATTAN GAS-LIGHT COMPANY.

Capital Investments — Real Estate.

Dr. *North River Property.* *Cr.*

DESCRIPTION.	Cost.	Buildings and improvements	Apparatus.	Appreciation written up.	Totals.	Depreciation written off.	Net.
18th street, North river	$22,986 66	$74,738 76			$97,725 42		$97,725 42
18th street (old) between 17th and 18th streets, and 10th avenue and North river		81,951 01			81,951 01	$21,706 00	60,245 01
18th street (new) between 9th and 10th avenues	11,550 00	44,758 21			56,308 23		56,308 23
10th avenue, 18th and 19th streets	18,000 00	396 71			18,396 71		18,396 71
North river between 16th and 17th streets	100,000 00	1,999 07			101,999 07		101,999 07
North river, 18th street station	320,636 85	94,009 89			414,646 74		414,646 74
North river		74,767 79	$909,073 38	$41,757 03	1,025,598 20		1,025,598 20
	$473,173 51	$372,621 46	$909,073 38	$41,757 03	$1,796,625 38	$21,706 00	$1,774,919 38

East River Property.

Between 15th and 16th streets, Avenue C and East river	$125,000 00	$1,234 74			$126,234 74		$126,234 74
14th street station, between Avenue B and East river	162,395 00	53,826 88			216,221 88		216,221 88
14th street station	80,100 00	5,034 52			85,134 52		85,134 52
East river		15,101 40	$981,737 44	$62,177 44	1,059,016 28		1,059,016 28
	$367,495 00	$75,197 54	$981,737 44	$62,177 44	$1,486,607 42		$1,486,607 42

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A — MANHATTAN GAS-LIGHT COMPANY.

Capital Investments— Real Estate — (Continued).

Irving Place Property.

DESCRIPTION.	Cost.	Buildings and improvements	Apparatus.	Appreciation written up.	Total.	Depreciation written off.	Net
Corner Irving place and 15th street..	$25,000 00	$65,203 94	....	.. ..	$90,203 94	.....	$90,203 94

Summary.

North river property.....	$473,173 51	$372,621 46	$909,073 38	$41,757 03	$1,796,625 38	$21,706 00	$1,774,919 38
East river property	367,495 00	75,197 54	981,737 44	62,177 44	1,486,607 42	.....	1,486,607 42
Irving place property.....	25,000 00	65,203 94	.....	....	90,203 94	.....	90,203 94
	$865,668 51	$513,022 94	$1,890,810 82	$103,934 47	$3,373,436 74	$21,706 00	$3,351,730 74

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VERTICAL IN BOOK

A — MANHATTAN GAS-LIGHT COMPANY.

Dr. *Real estate investments — five-yearly periods.* *Cr.*

DATE.	Description of property.	Cost.	Buildings and improvements.	Profit on sales.	Totals.	Sales.	Loss on sales.	Depreciation written off.	Balance being net cost of investment.
1832, January 1	Greenwich street	$11,653 05	$74 25	$686 00	$11,727 30	$12,415 30			
1834, January 1	15th street	7,465 03		88 97	7,465 03	7,554 00			
" "	18th street, North river	22,986 66			22,986 66				
" "	Manhattan island	13,606 35	91 19	7,602 46	13,697 54	21,300 00			$22,986 66
1830, January 1	18th street, North river		25,174 16		25,174 16				25,174 16
		$63,724 43	$165 44	$8,377 43	$32,889 87	$41,267 30			
		$22,986 66	$25,174 16		$48,160 82				$48,160 82
1839, January 1	18th street, North river		$2,763 3		$2,763 37				
1840, January 1	Mercer street	$9,083 50	194 28		9,278 28				$2,763 37
1841, January 1	Mercer street		83 18		83 18				
		$9,083 50	$277 96		$9,361 46				
			$2,763 37		$2,763 37				$2,763 37
1842, January 1	18th street, North river		$2,620 08		$2,620 08				$2,620 08
1843, January 1	18th street, North river		5,472 04		5,472 04				5,472 04
1845, January 1	18th street, North river		3,470 70		3,470 70				3,470 70
1846, January 1	18th street, North river		1,486 45		1,486 45				1,486 45
" "	Mercer street					$6,300 00	$3,061 46		9,361 46
" "	18th st. (new) 9th and 10th ave.	$11,550 00	43,294 00		54,844 00				54,844 00
						$6,300 00	$3,061 46		69,361 46
		$11,550 00	$56,343 27		$67,893 27				$67,893 27

1297

8268

A.— MANHATTAN GAS-LIGHT COMPANY.

Dr. *Real estate investments — five-yearly periods. — (Continued).* *Cr.*

DATE.	Description of property.	Cost.	Buildings and improvements.	Apparatus.	Totals.	Sales.	Loss on sales.	Depreciation written off.	Balance being net cost of investment.
1847, January 1	18th street, North river		$4,370 22		$4,370 22				$4,370 22
1848, January 1	Bowery	$9,500 00	15,058 00		24,558 00				
" "	18th street, North river		15,314 92		15,314 92				15,314 92
1849, January 1	18th street, North river		14,066 82		14,066 82				14,066 82
" "	10th ave., bet. 18th and 19th sts.	18,000 00			18,000 00				18,000 00
1850, January 1	18th street (new), between 17th and 18th streets		23,374 53		23,374 53			$1,706 00	21,668 53
" "	18th st., bet. 9th and 10th aves.		419 22		419 22				419 22
1851, January 1	18th street (old) between 17th and 18th streets, and 10th avenue and North river		3,144 22		3,144 22				3,144 22
		$9,500 00	$15,058 00		$24,558 00				
		$18,000 00	$60,089 93		$78,689 93			$1,706 00	$76,983 93
1852, January 1	18th street (old) between 17th and 18th streets and 10th avenue and North river		$26,299 11		$26,299 11				$26,299 11
1853, January 1	18th street (old) between 17th and 18th streets and 10th avenue and North river		17,006 22		17,006 22				17,006 22
" "	Bowery		1,895 84		1,895 84	$25,500 00	$1,953 84		26,453 84
" "	14th street station, between Avenue B and East river	$162,395 00	53,826 88		216,221 88				216,221 88
1854, January 1	18th street (new) between 9th and 10th avenues		1,045 01		1,045 01				1,045 01
1855, January 1	10th ave., bet. 18th and 19th sts.		396 71		396 71				396 71
" "	15th street and Irving place	25,000 00	65,203 94		90,203 94				90,203 94
" "	18th street (old) between 17th and 18th streets, and 10th avenue and North river		12,126 93		12,126 93	20,000 00			$351,172 87
									7,873 07
			$1,895 84		$1,895 84	$25,500 00	$1,953 84		$26,453 84
		$187,395 00	$175,004 80		$363,299 80	$20,000 00			$343,299 80

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1857, January 1	Between 15th and 16th streets, Avenue C and East river	$125,000 00			$125,000 00				$125,000 00
1859, January 1	Between 16th and 17th streets, North river	100,000 00	$1,999 07		101,999 07				101,999 07
1860, January 1	Between 15th and 16th streets, Avenue C and East river		1,234 74		1,234 74				1,234 74
" "	16th street station		48,070 39		48,070 39				48,070 39
" "	65th and 66th streets, 10th avenue and North river	*$105,000 00*			*105,000 00*				
		$105,000 00			*$105,000 00*				
		$225,000 00	$51,304 20		$276,304 20				$276,304 20
1864, January 1	65th and 66th streets, 10th avenue and North river		*$85,082 08*		*$85,082 08*	$105,000 00	$85,082 08		$190,082 08
1867, January 1	16th street station, N. river	$122,900 00	$15,936 63		$138,836 63				$138,836 63
1871, January 1	14th street station, E. river	60,100 00	5,034 52		65,134 52				65,134 52
	15th street station, N. river	197,736 85	30,003 87		227,739 72				227,739 72
		$380,736 85	$50,974 02		$431,710 87				$431,710 87
1873, January 1	14th street station, E. river	$20,000 00			$20,000 00				$20,000 00
1877, July 1	North river property			$909,073 38	$909,073 38				$909,073 38
"	East river property			981,737 44	981,737 44				981,737 44
				$1,890,810 82	$1,890,810 82				$1,890,810 82
1882, January 1	North river property		$15,321 82	$41,757 03	$57,078 85				$57,078 85
1883, January 1	East river property		*62,177 44*		*62,177 44*				*62,177 44*
" "	North river property		59,445 97		59,445 97				59,445 97
" "	East river property		15,101 40		15,101 40				15,101 40
			$89,869 19	$103,934 47	$193,803 66				$193,803 66

NOTE. — The italic figures represent property purchased and afterward resold. The profit or loss on the transactions having been carried at time of closure to profit and loss account.

ERTICAL IN BOOK

8270

A—*Summary.*

Balances, being net cost of investment for—	
Five years ending January 1, 1836	$48,160 82
" " 1841	2,763 37
" " 1846	67,893 27
" " 1851	76,983 93
" " 1856	343,299 80
" " 1861	276,304 20
" " 1866	.....
" " 1871	431,710 87
" " 1876	20,000 00
" " 1881	1,890,810 82
Three years, ten and one-third months, to November 11, 1884	193,803 66
	$3,351,730 74
Consisting of—	
North river property	$1,774,919 38
East river property	1,486,607 42
Irving place property	90,203 94
	$3,351,730 74

1300

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VERTICAL IN BOOK

A — MANHATTAN GAS-LIGHT COMPANY.

Capital Investments other than Real Estate and Plant.

YEAR ENDING.	Apparatus. *Cr.*	Apparatus.	Mains and services. *Cr.*	Mains and services.	Meters. *Cr.*	Meters.	Totals.
1836, February 1	.....	$21,980 59	.....	$78,693 47	.....	$6,534 22	$107,208 28
1837, February 1	.....	7,536 96	.....	14,162 20	.....	1,720 06	23,419 22
1838, February 1	.....	11,838 73	.....	2,844 82	.....	3,672 09	18,355 64
1839, February 1	.....	850 59	.....	224 93	.....	-146 20	1,221 75
1840, February 1	.....	1,786 81	.....	11,197 34	.....	880 44	13,864 59
1841, February 1	.....	3,649 96	.....	9,273 14	.....	333 08	13,256 18
	.....	$47,643 64	.....	$116,395 90	.....	$13,286 09	$177,325 63
1842, February 1	.....	* $6,815 81	.....	$5,904 75	†5477 29	.....	$12,720 56
1843, February 1	.....	462 59	.....	3,510 33	.....	$2,452 11	6,425 03
1844, February 1	.....	923 28	.....	5,318 51	.....	1,818 80	8,060 59
1845, February 1	.....	8,264 19	.....	8,522 14	.....	293 02	17,079 38
1846, February 1	.....	3,117 62	.....	15,167 79	.....	2,266 03	20,551 44
						$6,829 96	$64,837 00
						477 29	477 29
	.....	$19,583 49	.....	$38,423 55	.....	$6,352 67	$64,359 71

* Ledger account shows debits for this period..... $19,007 08
But $12,191.27 was transferred to real estate in 1847 wrongly charged to this account..... 12,191 27
$6,815 81

† Rentals exceed outlays during this period.

8272

8271

A—*Summary.*

Balances, being net cost of investment for—		
Five years ending January 1, 1836		$48,160 82
" " 1841		2,768 37
" " 1846		67,893 27
" " 1851		76,983 93
" " 1856		343,299 80
" " 1861		276,304 20
" " 1866		.....
" " 1871		431,710 87
" " 1876		20,000 00
" " 1881		1,890,810 82
Three years, ten and one-third months, to November 11, 1884		193,803 66
		$3,351,730 74
Consisting of—		
North river property		$1,774,919 38
East river property		1,486,607 42
Irving place property		90,203 94
		$3,351,730 74

1300

TICAL IN BOOK

A — MANHATTAN GAS-LIGHT COMPANY.

Capital Investments other than Real Estate and Plant.

YEAR ENDING.	Apparatus. Cr.	Apparatus.	Mains and services. Cr.	Mains and services.	Meters. Cr.	Meters.	Totals.
1836, February 1		$21,986 59		$78,693 47		$8,534 22	$107,208 28
1837, February 1		7,536 96		14,162 20		1,720 06	23,419 22
1838, February 1		11,538 73		2,844 82		3,672 09	18,355 64
1839, February 1		850 59		224 93		-146 20	1,221 75
1840, February 1		1,786 81		11,197 54		880 44	13,864 89
1841, February 1		3,649 96		9,273 14		333 03	13,256 13
		$47,643 64		$116,395 90		$13,286 09	$177,325 63
1842, February 1		* $6,815 81		$3,904 75	†$477 29		$12,720 58
1843, February 1		462 59		3,510 33		$2,432 11	6,425 03
1844, February 1		923 28		5,318 51		1,818 80	8,060 59
1845, February 1		8,264 19		8,522 14		293 02	17,079 28
1846, February 1		3,117 62		15,167 79		2,266 03	20,851 44
		$19,583 49		$38,423 55		$6,829 96	$64,857 00
						477 29	477 29
						$6,352 67	$64,359 71

* Ledger account shows debits for this period $19,007 08
But $12,191.27 was transferred to real estate in 1947 wrongly charged to this account 12,191 27
$6,815 81

† Rentals exceed outlays during this period.

8272

A — MANHATTAN GAS-LIGHT COMPANY.

Capital Investments other than Real Estate and Plant — (Continued).

YEAR ENDING.	Apparatus. *Cr.*	Apparatus.	Mains and services. *Cr.*	Mains and services.	Meters. *Cr.*	Meters.	Totals.
1847, February 1	.....	*$29,957 08	.....	$39,384 16	.....	$5,015 06	$74,356 30
1848, February 1, 11 months to	.....	515 80	.....	39,845 31	.....	7,204 89	47,565 50
1849, January 1	.....	7,561 44	.....	52,571 27	.....	6,346 87	66,479 58
1850, January 1	.....	29,635 66	.....	82,020 71	.....	7,826 89	119,983 26
1851, January 1	.....	4,323 89	.....	14,866 88	.....	7,823 50	27,014 27
	.....	$71,993 87	.....	$228,688 83	.....	$38,716 71	$334,398 91
1852, January 1	.....	$81,454 96	.....	$39,265 50	.....	$22,252 60	$142,023 04
1853, January 1	.....	63,753 66	.....	116,383 87	.....	28,787 44	208,924 97
1854, January 1	.....	†14,620 73	.....	90,776 76	.....	41,907 31	147,004 80
1855, January 1	.....	5,320 00	.....	114,453 96	.....	28,111 70	147,885 66
1856, January 1	.....	1,843 50	.....	32,221 95	.....	16,374 95	50,655 40
	.....	$166,997 85	.....	$392,133 04	.....	$134,434 00	$696,363 89
1857, January 1	‡81,338 92	.....	.....	$28,358 44	.....	$24,999 73	$53,358 17
1858, January 1	.....	$1,000 00	.....	64,998 63	.....	27,428 80	93,427 43
1859, January 1	.....	161,787 26	.....	29,243 99	.....	22,974 23	214,005 48
1860, January 1	.....	95,502 41	.....	50,199 61	.....	27,763 64	173,465 66
1861, January 1	.....	131,753 34	.....	159,376 25	.....	16,920 53	308,050 12
		$390,043 01					$842,317 05
		1,338 92					*1,338 92*
	.....	$388,704 09	.....	$332,179 11	.....	$120,094 93	$840,978 13

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1862, January 1	.....	$60,816 64	.....	$103,302 41	.....	¶¶764 29	$164,873 34
1863, January 1	.....	23,554 68	.....	45,161 57	.....	4,526 81	73,223 76
1864, January 1	.....	24,287 20	.....	552 98	.....	3,810 74	28,650 92
1865, January 1 (2 years)	.....	§§	$2953,819 23	.....	.....	**2,329 27	2,329 24
							$269,076 29
			149,016 96				149,016 96
	.....	$108,658 52	$301,822 27	.....	.....	$11,420 81	$120,059 33
1867, January 1	.....	$95,229 85	.....	$80,016 81	.....	$25,473 70	$200,730 36
1868, January 1	.....	71,209 88	††6,119 75	.....	.....	25,051 75	96,261 63
1869, January 1	.....	§§.	.....	55,842 04	.....	27,642 15	83,484 17
1870, January 1	.....	2,283 26	.....	21,750 06	.....	29,789 00	53,822 32
1871, January 1	.....	26,778 93	.....	1,727 49	.....	32,586 00	61,094 42
				$159,236 40			$495,393 68
				6,119 75			6,119 75
	.....	‡‡$195,511 92	.....	$153,186 65	.....	$140,544 36	$489,243 13

* Ledger account shows debits for this period..... $58,712 35
But $23,755.27 is transferred to real estate as wrongly charged to this account 28,755 27
$29,957 08

† Loss by fire credited in this period $22,842.65.
‡ Sale of apparatus at Eighteenth street station credited.
§ Credits during this period include the following, viz.:
Sale of Eighteenth street station to Metropolitan Gas-light Company..... $334,755 58
Sale of engine and old material..... 7,380 04
Depreciation written off..... 16,069 72
$358,205 34

¶ Depreciation credited in this period $3,425 44

** Credits during this period include sale to Metropolitan Gas-light Company..... $34,801 02
Depreciation written off..... 13,353 73
$48,534 75

†† Credits during this period include sale of service, $6,512.31.
‡‡ Apparatus account ceases January 1, 1871, and is thereafter amalgamated with real estate.
§§ No items in apparatus account during this year.

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A — MANHATTAN GAS-LIGHT COMPANY.

Capital Investments other than Real Estate and Plant — (Continued).

YEAR ENDING.	Apparatus. *Cr.*	Apparatus.	Mains and services. *Cr.*	Mains and services.	Meters. *Cr.*	Meters.	Totals.
1872, January 1				$8,544 70		$30,365 25	$38,909 95
1873, January 1				13,685 46	†$115,413 87		13,685 46
1874, January 1				12,587 25		4,466 00	17,053 25
1875, January 1				17,046 22		8,681 05	26,327 27
1876, January 1			*$101,002 55		‡ 13,136 66		
			52,663 63		43,512 30		$96,175 93
			$48,338 93		$115,037 63		96,175 93
1877, January 1			$9257,854 59			$4,992 90	$4,992 90
1878, January 1						8,900 50	8,900 50
1879, January 1						2,521 00	2,521 00
1880, January 1					†$167,478 96		
1881, January 1				$3,095 42		12,944 95	16,040 37
			3,095 42		29,359 35		$32,454 77
			$254,738 97		$138,119 61		32,454 77
1882, January 1				$437,760 68		$10,227 33	$448,008 01
1883, January 1				7,658 00		10,332 58	17,990 58
1884, January 1				7,896 63		7,685 75	15,582 38
1884 To November 11				229,710 00		133,979 46	363,689 46
				$683,045 31		$162,225 12	$845,270 43

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Summary.

1841, February 1	.....	$47,643 64	.....	$116,395 90	.....	$13,286 09	$177,325 63
1846, February 1 (5 years)	.....	19,583 49	.....	38,423 55	477 29	6,829 96	64,837 00
1851, January 1 (4 yrs. 11 mo.)	.....	71,993 87	.....	228,688 33	.....	33,7.6 71	334,898 91
1856, January 1 (5 years)	.....	166,997 85	.....	392,132 04	.....	137,434 00	696,563 89
1861, January 1	1,338 92	390,043 01	.....	332,179 11	.....	120,094 93	841,317 05
1866, January 1	.....	108,658 52	$353,849 23	149,016 56	.....	11,420 81	269,076 29
1871, January 1	.....	195,511 92	6,149 75	159,336 40	.....	140,544 66	495,392 88
1876, January 1	.....	.....	101,002 55	52,063 63	158,549 93	43,512 80	96,175 93
1881, January 1, to	.....	.....	257,834 39	3,095 42	164,478 96	29,3[illegible] 85	32,454 77
1884, November 11	.....	.....	.....	683,045 81	.....	162,225 12	845,270 43
		$1,000,412 30		$2,154,976 65		$698,423 83	$3,853,812 78
		1,338 92		718,855 93		326,506 18	1,046,681 02
							$2,807,131 76
							**999,073 88
	.....	.....	.....	$1,436,140 73	.....	$371,917 65	$1,808,058 38

* Credits include depreciation, $128,076.81.

† Credits during this period include condemned meters, 1872, $154,573 27.

‡ Credits during this period include condemned meters, 1873, 1874 and 1875, $17,744.37.

§ Credits include depreciation $270,225.89.

‖ The exact amounts of outlay for mains and services were during these periods written off to profit and loss account as depreciation.

¶ Credits include condemned meters, 1876, 1877, 1878 and 1879 ..... $35,354 66

And depreciation 145,629 29

$180,983 95

** Apparatus account is transferred to real estate after January 1, 1871.

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A—MANHATTAN GAS-LIGHT COMPANY.

Current Capital Account and Surplus Profits.

Year ending	Description.	Amount.	Total capital.	Average capital for five years.
1835, February 1....	Capital	$250,000 00		
	Profit and loss debtor balance.	14,612 87		
			$235,387 13	
1838, February 1....	Capital.....	$250,000 00		
	Profit and loss debtor balance.	19,047 16		
			230,952 84	
1839, February 1....	Capital.....	$250,000 00		
	Profit and loss debtor balance.	9,759 68		
			240,240 32	
1840, February 1....	Capital.....	$250,000 00		
	Profit and loss debtor balance.	4,265 38		
			245,734 62	
1841, February 1....	Capital.....	$250,000 00		
	Profit and loss credit balance.	11,540 29		
			261,540 29	
			$1,213,855 20	$242,771 04
1842, February 1....	Capital.....	$299,610 00		
	Profit and loss credit balance.	11,915 66		
			$311,525 66	
1843, February 1....	Capital.....	$330,000 00		
	Profit and loss credit balance.	12,416 68		
			342,416 68	

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1844, February 1....	Capital.....	$330,000 00		
	Profit and loss credit balance.	16,546 53		
			346,546 53	
1845, February 1....	Capital.....	$330,000 00		
	Profit and loss credit balance.	21,215 71		
			351,215 71	
1846, February 1....	Capital.....	$367,498 00		
	Profit and loss credit balance.	29,329 84		
			396,827 84	
			$1,748,532 42	$349,706 48
1847, February 1....	Capital.....	$497,643 00		
	Profit and loss credit balance.	59,752 64		
			$557,395 64	
1848, February 1....	Capital.....	$601,265 00		
	Profit and loss credit balance.	34,522 99		
			635,787 99	
1849, January 1....	Capital.....	$723,870 00		
	Profit and loss credit balance.	56,844 81		
			780,714 81	
1850, January 1....	Capital.....	$849,937 50		
	Profit and loss credit balance.	98,082 39		
			948,019 89	
1851, January 1....	Capital.....	$850,000 00		
	Profit and loss credit balance.	159,631 72		
			1,009,631 72	
			$3,931,550 05	$786,310 01

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A—MANHATTAN GAS-LIGHT COMPANY.

Current Capital Account, etc.—(Continued).

Year ending.	Description.	Amount.	Total capital.	Average capital for five years.
1852, January 1....	Capital.....	$910,550 00		
	Profit and loss credit balance.	250,612 72		
			$1,161,162 72	
1853, January 1....	Capital.....	$1,197,922 50		
	Profit and loss credit balance.	363,664 86		
			1,561,587 36	
1854, January 1....	Capital.....	$1,499,352 50		
	Profit and loss credit balance.	520,923 54		
			2,020,276 04	
1855, January 1....	Capital.....	$1,895,202 50		
	Profit and loss credit balance.	686,535 88		
			2,581,738 38	
1856, January 1....	Capital.....	$2,770,000 00		
	Profit and loss credit balance.	231,572 23		
			3,001,572 23	
			$10,326,336 73	$2,065,267 35
1857, January 1....	Capital.....	$2,770,000 00		
	Profit and loss credit balance.	50,220 60		
			$2,820,220 60	
1858, January 1....	Capital.....	$2,770,000 00		
	Profit and loss credit balance.	242,747 58		
			3,012,747 58	

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1859, January 1.....Capital.....	$2,998,045 00			
Profit and loss credit balance.	220,995 60			
		3,219,040 60		
1860, January 1.....Capital.....	$3,495,800 00			
Profit and loss credit balance.	254,856 97			
		3,750,656 97		
1861, January 1.....Capital.....	$3,495,890 00			
Profit and loss credit balance.	425,843 18			
		3,921,643 18		
		$16,724,308 93	$3,344,861 79	
1862, January 1.....Capital.....	$3,500,000 00			
Profit and loss credit balance.	466,935 43			
		$3,966,935 43		
1863, January 1.....Capital.....	$3,500,000 00			
Profit and loss credit balance.	368,679 36			
		3,868,679 36		
1864, January 1.....Capital.....	$3,988,587 50			
Profit and loss credit balance.	549,405 41			
		4,537,992 91		
1865, January 1.....Capital.....	$3,992,837 50			
Profit and loss credit balance.	163,071 28			
		4,155,908 78		
1866, January 1.....Capital.....	$4,000,000 00			
Profit and loss credit balance.	317,787 61			
		4,317,787 61		
		$20,847,304 09	$4,169,460 82	

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A—MANHATTAN GAS-LIGHT COMPANY.

Current Capital Account, etc.—(Continued).

Year ending.	Description.	Amount.	Total capital.	Average capital for five years.
1867, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	517,716 08		
			$4,517,716 08	
1868, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	917,408 76		
			4,917,408 76	
1869, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	1,149,017 10		
			5,149,017 10	
1870, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	1,471,214 73		
			5,471,214 73	
1871, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	1,663,581 52		
			5,663,581 52	
			$25,718,938 19	$5,143,787 64
1872, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	1,635,259 74		
			$5,635,259 74	
1873, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance.	1,405,508 72		
			5,405,508 72	

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1874, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	2,059,764 65		
			$6,059,764 65	
1875, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	1,509,232 03		
			5,509,232 03	
1876, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	995,167 94		
			4,955,167 94	
			$27,564,933 08	$5,512,986 62
1877, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	660,366 40		
			$4,660,366 40	
1878, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	578,135 77		
			4,578,135 77	
1879, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	581,791 12		
			4,581,791 12	
1880, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	544,540 41		
			4,544,540 41	
1881, January 1	Capital	$4,000,000 00		
	Profit and loss credit balance	407,473 94		
			4,407,473 94	
			$22,772,307 64	$4,554,461 53

A—MANHATTAN GAS-LIGHT COMPANY.

Current Capital Account, etc.—(Continued).

Year ending.	Description.	Amount.	Total capital	Average capital for this period.
1882, January 1....	Capital.....	$4,000,000 00		
	Profit and loss credit balance.	1,032,254 37		
			$5,032,254 37	
1883, January 1....	Capital.....	$4,000,000 00		
	Profit and loss credit balance.	1,103,606 14		
			5,103,606 14	
1884, January 1 to...	Capital.....	$4,000,000 00		
	Profit and loss credit balance.	1,273,886 53		
			5,273,886 53	
1884, November 11...	Capital	$4,000.000 00		
	Profit and loss credit balance.	876,134 67		
			4,876,134 67	
			$20,285,881 71	$5,253,897 42

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A — MANHATTAN GAS-LIGHT COMPANY.

Dividend Account.

DATE.	Increase of capital.	Total capital paid up	Time employed (months).	Dividends paid.	Rate per cent per annum.	Amount at ten per cent per annum on paid-up capital.	Amount in excess of ten per cent.	Deficiency below ten per cent.
1831, February 1	$1,625 00	$1,625 00	....	.....	.....	$81 25	.....	$81 25
1831, July 31	825 00	2,450 00	6	.....	.....	20 42	.....	63 42
1831, August 31	5,160 00	7,610 00	1	.....	.....	63 42	.....	63 42
1831, September 30	880 00	8,490 00	1	.....	.....	1,415 00	.....	1,415 00
1833, May 31	2,440 00	10,930 00	20	.....	.....	91 08	.....	91 08
1833, June 30	1,220 00	12,150 00	1	.....	.....	101 25	.....	101 25
1833, July 31	37,830 00	49,980 00	1	.....	.....	416 50	.....	416 50
1833, August 31	20 00	50,000 00	1	.....	.....	4,166 66	.....	4,166 66
1834, July 1	50,000 00	100,000 00	10	.....	.....	5,000 00	.....	5,000 00
1835, January 1	25,000 00	125,000 00	6	.....	.....	12,500 00	.....	12,500 00
1836, January 1	75,000 00	200,000 00	12	.....	.....	13,333 33	.....	13,333 33
1836, September 1	50,000 00	250,000 00	8	.....	.....	8,333 33	.....	8,333 33
1837, January 1	.....	250,000 00	4	$24,000 00	4.27	56,250 00	.....	32,250 00
1839, March 31	20,000 00	270,000 00	27	27,500 00	4.37	63,000 00	.....	35,500 00
1841, July 31	28,548 00	298,548 00	28	.....	.....	.....	.....	
1842, 5 months, ending January 9	1,062 00	299,610 00	....	17,100 00	13.72	12,483 75	4,616 25	
1843, January 1	30,390 00	330,000 00	....	18,900 00	5.73	33,000 00	.....	14,100 00
1844, January 1	.....	330,000 00	....	19,800 00	6	33,000 00	.....	13,200 00
1845, January 1	.....	330,000 00	....	19,800 00	6	33,000 00	.....	13,200 00
1846, January 1	37,498 00	367,498 00	....	21,000 00	5.71	36,749 80	.....	15,749 80
1847, January 1	130,145 00	497,643 00	....	24,300 00	4.88	49,764 30	.....	25,464 30
1848, January 1	103,622 00	601,265 00	....	77,500 00	12.89	60,126 50	17,373 50	
1849, January 1	122,605 00	723,870 00	....	53,250 00	7.36	72,387 00	.....	19,137 00
1850, January 1	126,067 50	849,937 50	....	72,875 00	8.57	84,993 75	.....	12,118 75
1851, January 1	62 50	850,000 00	....	85,000 00	10	85,000 00	.....	
1852, January 1	60,550 00	910,550 00	....	85,000 00	9.34	91,055 00	.....	6,055 00
1853, January 1	287,372 50	1,197,922 50	....	92,625 00	7.73	119,792 25	.....	27,167 25
1854, January 1	301,430 00	1,499,352 50	....	120,000 00	8	149,935 25	.....	29,935 25
1855, January 1	395,850 00	1,895,202 50	....	148 333 33	7.88	189,520 25	.....	41,186 92

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A — MANHATTAN GAS-LIGHT COMPANY.

Dividend Account.—(Continued).

DATE.	Increase of capital.	Total capital paid up.	Time employed (months).	Dividends paid.	Rate per cent per annum.	Amount at ten per cent per annum on paid-up capital.	Amount in excess of ten per cent.	Deficiency below ten per cent.
1856, January 1	154,797 50	$2,050,000 00	....	*$905,441 67	44.17	$205,000 00	*$700,441 67	
1857, January 1	.....	2,050,000 00	....	396,250 00	19.33	205,000 00	191,250 00	
1858, January 1	.....	2,050,000 00	....	277,000 00	31.51	205,000 00	72,000 00	
1859, January 1	228,045 00	2,278,045 00	....	569,388 83	24.99	227,804 50	341,528 83	
1860, January 1	497,755 00	2,775,800 00	....	600,000 00	21.62	287,580 00	332,420 00	
1861, January 1	.....	2,775,800 00	....	525,000 00	18.91	277,580 00	247,420 00	
1862, January 1	4,200 00	2,780,000 00	....	525,000 00	18.89	278,000 00	247,000 00	
1863, January 1	.....	2,780,000 00	....	525,000 00	18.89	278,000 00	247,000 00	
1864, January 1	488,587 50	3,268,587 50	....	1,337,850 83	40.93	326,858 75	1,011,022 08	
1865, January 1	4,250 00	3,272,837 50	....	875,000 00	26.74	327,283 75	547,716 25	
1866, January 1	7,162 50	3,280,000 00	....	200,000 00	6.10	328,000 00	.....	$128,000 00
1866, July 1 (6 months)	.....	3,280,000 00	....	200,000 00	12.20	164,000 00	36,000 00	
1867, July 1	.....	3,280,000 00	....	400,000 00	12.20	328,000 00	72,000 00	
1868, January 1 (6 months)	.....	3,280,000 00	....	270,000 00	16.46	164,000 00	106,000 00	
1869, January 1	.....	3,280,000 00	....	1,140,000 00	34 76	328,000 00	812,000 00	
1870, January 1	.....	3,280,000 00	....	940,000 00	28.66	328,000 00	612,000 00	
1871, January 1	.....	3,280,000 00	....	1,140,000 00	34.76	328,000 00	812,000 00	
1872, January 1	.....	3,280,000 00	....	1,540,000 00	46.95	328,000 00	1,212,000 00	
1873, January 1	.....	3,280,000 00	....	1,763,428 90	53.76	328,000 00	1,435,428 90	
1874, January 1	.....	3,280,000 00	....	411,285 77	12.54	328,000 00	83,285 77	
1875, January 1	.....	3,280,000 00	....	1,600,011 67	48.78	328,000 00	1,227,011 67	
1876, January 1	.....	3,280,000 00	....	1,400,060 00	42.68	328,000 00	1,072,000 00	
1877, January 1	.....	3,280,000 00	....	600,000 00	18.29	328,000 00	272,000 00	
1878, January 1	.....	3,280,000 00	....	800,060 16	24.39	328,000 00	472,060 16	
1878, July 1 (6 months)	.....	3,280,000 00	....	600,000 00	36.59	164,000 00	436,000 00	
1879, July 1	.....	3,280,000 00	....	400,000 00	12.50	328,000 00	72,000 00	
1880, July 1	.....	3,280,000 00	....	320,000 00	9.76	328,000 00	.....	8,000 00

* * See note below.

1881, January 1 (6 months)		3,280,000 00		400,000 00	24 39	164,000 00	236,000 00	
1882, January 1		3,280,000 00		880,000 00	26.83	328,000 00	552,000 00	
1883, January 1		3,280,000 00		1,000,000 00	30.49	328,000 00	672,000 00	
1884, January 1 to		3,280,000 00		1,000,000 00	30.49	328,000 00	672,000 00	
November 11		3,280,000 00		1,400,000 00	42.68	282,444 44	1,117,555 56	
	$3,280,000 00			*$25,847,675 66		$10,338,131 53	*$15,976,180 64	$466,586 51
Less amount at ten per cent per annum on paid-up capital				10,338,131 53				
Less deficiency below ten per cent per annum on paid-up capital							446,586 51	
Net excess of dividends over ten per cent per annum				*$15,509,544 13			*$15,509,544 13	

NOTE.

Total Dividends paid as above	$25,847,675 66
Deduct—Stock dividend credited to stock account of new issue of shares as per resolution of board passed Oct. 30, 1855	720,000 00
	$25,127,675 66

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As the above stock dividend is included in the amount of dividends paid during the year ending January 1st, 1856 ($905,441.67), that amount must be decreased to $185,441.67, leaving the calculations for that period as under, viz.:

YEAR ENDING	Capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at 10 per cent per annum on paid-up capital.	Amount in excess of 10 per cent.	Deficiency below 10 per cent
1856 January 1	$2,050,000 00	$185,441 67	9.05	$205,000 00	.....	$19,558 3.
And the total amounts as follows	....	$25,127,675 66	.....	$10,338,131 53	$15,275,688 97	$486,144 84
Less amount at 10 per cent per annum on paid-up capital	.....	10,338,131 53	.....	.....	.....	.....
Less deficiency below 10 per cent per annum on paid-up capital	.....	.....	.....	.....	486,144 84	.....
Net excess of dividends over 10 per cent per annum	.....	$14,789,544 13	.....	.....	$14,789,544 13	.....

B—NEW YORK GAS-LIGHT COMPANY.

Capital Account.

Date.	Capital created.	How paid in. Cash.	How paid in. Division of surplus profits.	Total to date.
1823, June 2	$1,000,000 00	$200,000 00	.....	$200,000 00
1824, Feb. 1	.....	5,000 00	.....	205,000 00
1825, Feb. 1	.....	29,500 00	.....	234,500 00
1826, Feb. 1	.....	260,500 00	.....	495,000 00
Paid-up capital remained at this amount until:				
1837, Feb. 1	.....	5,000 00	.....	500,000 00
1838, Feb. 1	.....	250,000 00	.....	750,000 00
Paid-up capital remained at this amount until:				
1862, Feb. 1	.....	.....	$250,000 00	1,000,000 00
Paid-up capital remained at this amount until:				
1871, Feb. 1	.....	.....	3,000,000 00	4,000,000 00
		$750,000 00	$3,250,000 00	

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8289 5047

Recapitulation.

1884. Nov. 10.	Capital stock paid in in cash	$750,000 00
1884, Nov. 10.	Capital stock paid out of surplus profits	3,250,000 00
1884, Nov. 10.	Total amount of capital stock at this date	$4,000,000 00

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B—NEW YORK GAS-LIGHT COMPANY.

(No. 1.)

Dr. *Analysis of Profit and Loss Accounts from June 2, 1823, to February 1, 1860.* *Cr.*

Period from.	Deterioration written off.	Dividends.	Net profits on gas.	Profits from other sources.	Total profits.
1823, June 2 to 1829, December 31.....	.....	$231,709 50	$152,197 63	$111,394 24	$263,591 87
Year ending.					
1830, December 31.....	.....	$52,173 00	$41,948 82	$464 67	$42,413 49
1831, December 31.....	.....	47,421 00	44,419 45	848 50	45,267 95
1832, December 31.....	.....	47,025 00	47,061 45	617 71	47,679 16
1833, December 31.....	.....	49,500 00	51,347 09	686 35	52,033 44
1834, December 31.....	.....	49,500 00	71,007 64	1,677 72	72,685 36
	.....	$245,619 00	$255,784 45	$4,294 95	$260,079 40
1835, December 31.....	.....	$49,500 00	$49,853 01	$735 63	$50,588 64
1836, December 31.....	$18,400 90	49,750 00	42,739 05	2,339 82	45,078 87
1837, December 31.....	2,166 43	62,500 00	34,492 15	1,674 35	36,166 50
1838, December 31.....	2,372 67	75,000 00	62,641 67	2,559 78	65,201 45
1839, December 31.....	2,186 12	67,500 00	60,216 81	2,788 49	63,005 30
	$25,126 12	$304,250 00	$249,942 69	$10,098 07	$260,040 76

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8291 5619

B—NEW YORK GAS-LIGHT COMPANY.

(No. 1.)

Dr. *Analysis of Profit and Loss Accounts, etc.*—(Continued). *Cr.*

Year ending	Deterioration written off.	Dividends.	Net profits on gas.	Profits from other sources.	Total profits.
1840, December 31.....	$1,655 41	$67,500 00	$64,851 13	$3,898 08	$68,749 21
1842, February 1.....	1,447 82	67,500 00	66,411,73	3,075 44	69,487 17
1843, February 1.....	16,330 77	67,500 00	53,124 63	2,692 84	55,817 47
1844, February 1.....	1,222 81	67,500 00	69,514 08	2,304 89	71,818 97
1845, February 1.....	5,277 31	67,500 00	80,282 18	2,278 63	82,560 81
	$25,934 12	$337,500 00	$334,183 75	$14,249 88	$348,433 63
1846, February 1.....	.....	$67,500 00	$91,111 82	$3,079 57	$94,191 39
1847, February 1.....	.....	67,500 00	113,923 40	2,857 74	116,781 14
1848, February 1.....	.....	67,500 00	132,970 71	2,012 76	134,983 47
1849, February 1.....	.....	67,500 00	128,322 67	1,236 37	129,559 04
1850, February 1.....	$130,574 30	67,500 00	147,539 81	14,177 49	161,717 30
	$130,574 30	$337,500 00	$613,868 41	$23,363 93	$637,232 34

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1851, February 1.....	$37,972 54	$75,000 00	$190,844 78	$29,383 04	$220,227 82
1852, February 1.....	.....	75,000 00	186,814 56	15,868 58	202,683 14
1853, February 1.....	64,463 23	75,000 00	202,750 31	19,067 11	221,817 42
1854, February 1.....	....	150,000 00	246,839 41	26,473 54	273,312 95
1855, February 1.....	41,315 69	75,000 00	220,871 61	37,347 23	258,218 84
	$143,751 46	$450,000 00	$1,048,120 67	$128,139 50	$1,176,260 17
1856, February 1....	.....	$75,000 00	$88,840 71	$43,110 32	$131,951 03
1857, February 1.....	$27,862 43	75,000 00	220,501 39	35,192 04	255,693 43
1858, February 1.....	.....	225,000 00	276,259 72	40,602 41	316,862 13
1859, February 1.....	53,478 57	112,500 00	303,083 22	9,386 23	312,469 45
1860, February 1.....	27,351 34	300,000 00	372,437 32	9,166 25	381,603 57
	$108,592 34	$787,500 00	$1,261,122 36	$137,457 25	$1,398,579 61

RTICAL IN BOOK

Dr. **Summary.** *Cr.*

PERIOD ENDING	Deterioration.	Dividends.	Totals.	Net profits on gas.	Profits from other sources.	Total.
1829						
December 31	.....	$231,709 50	$231,709 50	$152,197 63	$111,894 24	$263,591 87
5 years ending 1834						
December 31	.....	245,619 00	245,619 00	255,784 45	4,294 95	260,079 40
	$25,126 12	304,250 00	329,376 12	249,942 69	10,098 07	260,040 76
	25,934 12	337,500 00	363,434 12	334,183 75	14,249 88	348,433 63
	130,574 30	337,500 00	468,074 30	613,868 41	23,363 93	637,232 34
	143,751 46	450,000 00	593,751 46	1,048,120 67	128,139 50	1,176,260 17
	108,592 34	787,500 00	896,092 34	1,261,122 36	137,457 25	1,398,579 61
	$433,978 34	$2,694,078 50	$3,128,056 84	$3,915,219 96	$428,997 82	$4,344,217 78
1860				1860		
Feb. 1. Balance of undivided profits carried over	.....	.....	1,268,896 83	Feb. 1. Transferred from, other accounts	.....	66,789 61
Feb. 1. Depreciation not written off	.....	.....	13,954 22			
			$4,410,907 39			$4,410,907 39

Resume.

To expenses of administration.....		$467,886 48	By receipts from gas and residuals	$5,013,649 98	
To repairs to apparatus, works &c..		424,850 15	By receipts from interest	198,248 00	
To interest		16,857 22	By receipts from rents	39,068 68	
To advance receipts		17,267 00			$5,250,966 66
To taxes sundries.....		369,817 17	By profits on stock and uncalled for dividends		71,617 66
To balance being net profit from all sources as above.....		4,344,217 78	By profits on sales of property.....		25,664 19
		$5,640,895 80	By sundries, principally sales of coke and delivery.....		292,647 29
					$5,640,895 80
To dividends paid.....		$2,694,078 50	By balance, net profit.....		$4,344,217 78
To depreciations written off from profit and loss.....	$381,242 95		By transfer from other accounts..		66,689 61
To depreciations written off from deteriorations	347,735 39				
	$728,978 34				
Less transfer from profit and loss to deterioration	295,000 00				
		433,978 34			
To balance of undivided profits....		1,268,896 33			
To depreciation not written off.....		13,954 22			
		$4,410,907 39			$4,410,907 39

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B—NEW YORK GAS-LIGHT COMPANY.

(No. 2.)

Dr. *Analysis of Profit and Loss Accounts from February 1, 1860, to November 10, 1884.*

Year ending	Depreciation written off.	Dividends.	Net profit on gas	Profits from other sources.	Total profits	Appreciation written up.
1861, February 1.....	$53,954 22	$307,500 00	$441,777 02	$10,469 58	$452,246 60	
1862, February 1.....	63,933 79	337,500 00	343,505 79	11,837 73	355,343 52	
1863, February 1.....	81,825 10	*1,075,000 00	427,182 26	35,074 50	462,256 76	
1864, February 1.....	1,600 91	300,000 00	714,712 01	6,165 85	720,877 86	
1865, February 1.....	88,594 21	200,000 00	402,811 00	3,098 93	405,909 93	
	$289,908 23	$2,220,000 00	$2,329,988 08	$66,646 59	$2,396,634 67	
1866, February 1.....	$150,209 49	$700,000 00	$730,782 85	$1,640 17	$732,423 02	
1867, February 1.....	20,989 08	700,000 00	764,196 47	.....	764,196 47	
1868, February 1.....	69,298 16	700,000 00	814,538 05	.....	814,538 05	
1869, February 1.....	409,177 45	500,000 00	856,373 57	58,011 14	914,384 71	
1870, February 1.....	265,286 84	500,000 00	731,713 92	8,388 47	740,102 39	
	$914,961 02	$3,100,000 00	$3,897,604 86	$68,039 78	$3,965,644 64	

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1871, February 1.....	$300,875 88	$700,000 00	$1,152,808 75	.....	$1,152,808 75	
1871, June 1 (4 mos.)..	.....	*3,250,000 00	.....	.....	.....	†$2,968,944 66
1872, February 1 (8 m.).	29,460 23	800,000 00	541,498 42	.....	541,498 42	
1873, February 1.....	5,063 24	800,000 00	755,923 02	.....	755,923 02	
1874, February 1.....	315,256 42	400,000 00	541,948 87	.....	541,948 87	
1875, February 1.....	150,700 17	400,000 00	638,536 04	.....	638,536 04	
	$801,355 94	$6,350,000 00	$3,630,715 10	.....	$3,630,715 10	$2,968,944 66
1876, February 1.....	$11,917 25	$800,000 00	$742,234 16	.....	$742,234 16	
1877, February 1.....	19,926 62	400,000 00	463,119 54	.....	463,119 54	
1878, February 1.....	255,286 20	400,000 00	476,704 06	$30,000 00	506,704 06	
1879, Dec. 31 (1 y.11m.).	66,606 10	480,000 00	601,708 05	28,034 66	629,742 71	
1880, December 31.....	152,471 91	320,000 00	414,006 40	1,104 50	415,110 90	
	$506,208 08	$2,400,000 00	$2,697,772 21	$59,139 16	$2,756,911 37	
1881, December 31.....	$38,203 51	$320,000 00	$713,701 05	$15,000 00	$728,701 05	
1882, December 31.....	326,080 01	400,000 00	752,319 52	21,500 00	773,819 52	
1883, December 31, to...	205,153 87	400,000 00	786,518 45	.....	786,518 45	
1884, November 10.....	368,462 30	600,000 00	643,623 36	23,869 81	667,493 17	$1,512,357 97
						‡1,417,000 00
	$937,899 69	$1,720,000 00	$2,896,162 38	$60,369 81	$2,956,532 19	$1,512,357 97
						1,417,000 00

*Include $250,000.00 and $3,000,000 00, respectively, credited to stock account. † Appreciation of property on reorganization. ‡ Franchise.

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B — NEW YORK GAS-LIGHT COMPANY.

(No. 2.)

Analysis of Profit and Loss Accounts from February 1, 1860, to November 10, 1884 — (Continued).

Dr. *Summary.* *Cr.*

FIVE YEARS ENDING.	Depreciation written off.	Dividends.	Total.	Net profits on gas.	Profits from other sources.	Total profits.	Appreciation written up.	Franchise.	Totals.
1865, Feb. 1	$289,908 23	$2,220,000 00	$2,509,908 23	$2,329,988 08	$66,646 59	$2,396,634 67	.....	.....	$2,396,634 67
1870, Feb. 1	914,961 02	3,100,000 00	4,014,961 02	3,897,604 86	68,039 78	3,965,644 64	.....	.....	3,965,644 64
1875, Feb. 1	801,355 94	6,350,000 00	7,151,355 94	3,630,715 10	.....	3,630,715 10	$2,968,944 66	.....	6,599,659 76
5 years and 11 months, to 1880, Dec. 31	506,208 08	2,400,000 00	2,906,208 08	2,697,772 21	59,139 16	2,756,911 37	.....	.....	2,756,911 37
To 1884, Nov. 10	937,899 69	1,720,000 00	2,657,899 69	2,896,162 38	60,369 81	2,956,532 19	1,512,357 97	$1,417,000 00	5,885,890 16
	$3,450,332 96	$15,790,000 00	$19,240,332 96	$15,452,242 63	$254,195 34	$15,706,437 97	$4,481,302 63	$1,417,000 00	$21,604,740 00
1884, Nov. 10. Balance to credit of surplus capital account			3,647,258 19	Balance of undivided profits Feb. 1, 1860					1,263,806 33
				Depreciation not written off, Feb. 1, 1860					13,954 22
			$22,887,591 15						$22,887,591 15

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Resume.

To expenses of administration....		$2,322,261 19
To repairs to apparatus, works, etc.		2,737,029 62
To taxes		2,545,613 78
To interest		40,420 32
To sundry minor items.....		140,334 41
To balance, being net profit from all sources, as above.....		15,706,437 97
		$23,492,097 29
To dividends paid.....		$15,790,000 00
To depreciations written off from profit and loss	$1,995,535 10	
To depreciations written off from deterioration	228,255 08	
To depreciations written off from surplus capital	408,805 16	
To depreciations written off for deterioration and improve-provements	1,167,737 62	
	$3,710,332 96	
Less transfer for deterioration account.	260,000 00	
		3,450,332 96
To balance to credit of surplus capital account		3,647,258 19
		$22,887,591 15

By receipts from gas.....	$21,170,579 77
By receipts from residuals.....	1,426,186 61
By receipts from interest.....	388,950 30
By receipts from rent.....	14,658 00
By profits on stocks and bonds....	75,662 08
By receipts for coke and delivery, etc.....	189,165 98
By receipts for supplies to Consol. Co.....	56,385 58
By unclaimed deposits.....	68,000 00
By profits on coal.....	81,008 97
By depreciation written back.....	21,500 00
	$23,492,097 29
By balance, net profit.....	$15,706,437 97
By appreciations written up.....	4,481,302 63
By franchise	1,417,000 00
By undivided profits carried over, Feb. 1, 1860.....	1,268,896 33
By amount in deterioration account unappropriated February 1, 1860.....	13,954 22
	$22,887,591 15

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VERTICAL IN BOOK

B — NEW YORK GAS-LIGHT COMPANY.

Dr. *Profit and Loss Accounts (Nos. 1 and 2) from June 2, 1823 to Nov. 10, 1884.* *Cr.*

PERIOD ENDING.	Depreciation written off.	Dividends.	Totals.	Net profits on gas.	Profits from other sources.	Total profits.	Appreciation written up	Franchise.	Totals.
1829, Dec. 31	.....	$231,709 50	$231,709 50	$152,197 63	$113,394 24	$263,591 87	.....	.....	$263,591 87
5 years ending 1834, Dec. 31	.....	245,619 00	245,619 00	255,784 45	4,294 95	260,079 40	.....	.....	260,079 40
1839, Dec. 31	$25,126 12	304,270 00	329,376 12	249,942 69	10,098 07	260,040 76	.....	.....	260,040 76
5 years and 1 month to 1845 Feb. 1	25,934 12	337,500 00	363,434 12	334,188 75	14,249 88	348,433 63	.....	.....	348,433 63
5 years ending 1850, Feb. 1	130,574 30	337,500 00	468,074 30	613,868 41	23,363 93	637,232 34	.....	.....	637,232 34
1855, Feb. 1	143,751 46	450,000 00	598,751 46	1,048,420 67	128,139 50	1,176,260 17	.....	.....	1,176,260 17
1860, Feb. 1	108,592 34	787,500 00	896,092 34	1,261,122 38	137,457 25	1,398,579 61	.....	.....	1,398,579 61
1865, Feb. 1	289,908 23	2,220,000 00	2,509,908 23	2,329,988 68	66,646 59	2,396,634 67	.....	.....	2,396,634 67
1870, Feb. 1	914,961 02	3,100,000 00	4,014,961 02	3,897,604 85	68,039 73	3,965,644 64	.....	.....	3,965,644 64
1875, Feb. 1	801,355 94	6,350,000 00	7,151,355 94	3,630,715 10	.....	3,630,715 10	$2,968,944 66	.....	6,599,659 76
5 years and 11 mos. 1880, Dec. 31	506,208 08	2,400,000 00	2,906,208 08	2,697,772 21	59,139 16	2,756,911 37	.....	.....	2,756,911 37
To 1884, Nov. 10	937,809 69	1,720,000 00	2,657,809 69	2,856,162 38	60,309 81	2,956,532 19	1,512,337 97	$1,417,000 00	5,885,890 16
	$3,381,311 30	$18,484,078 50	$22,368,389 80	$19,367,462 50	$683,193 16	$20,050,655 75	$4,481,302 63	$1,417,000 00	$35,948,958 38
1884, Nov. 10, Balance to credit of surplus capital account			3,647,258 19	Transferred from other accounts					66,689 01
			$26,015,647 99						$26,015,647 99

To repairs to apparatus, works, etc.		3,161,379 71
To taxes and sundries		3,055,765 36
To advance receipts		17,267 00
To interest		87,277 54
Balance, being net profits from all sources from June 2, 1823, to Nov. 10, 1884		20,050,635 75
		$29,132,993 09
To dividends paid		$18,484,078 50
To depreciation written off from profit and loss	$2,286,778 05	
To depreciation written off from deterioration	575,990 47	
To depreciation written off from surplus capital	408,805 16	
To depreciation written off from deterioration and improvements	1,167,737 62	
	$4,439,311 30	
Less, transfer from profit and loss to deterioration account	555,000 00	
		3,884,311 30
To balance to credit of surplus capital account		3,647,258 19
		$26,015,647 99

By receipts from interest		587,198 30
By receipts from rents		53,726 68
By profits on stocks and bonds and uncalled for dividends		147,279 74
By profits on sale of property		23,664 19
By supplies to Consolidated Co.		56,385 58
By profits on coal		81,008 97
By receipts for coke and delivery and sundries		481,813 27
By unclaimed deposits		68,000 00
By depreciation written back		21,500 00
		$29,132,993 09
By balance, net profits		$20,050,635 75
By appreciation written up		4,481,302 63
By franchise		1,417,000 00
By transfer from other accounts		66,689 61
		$26,015,647 99

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B — NEW YORK GAS-LIGHT COMPANY.

Dr. *Particulars of Sale to the Consolidated Gas-light Company, Nov. 10, 1884.* *Cr.*

Date.	PARTICULARS.	State of account prior to credit of appreciation.	Appreciation written up.	Sold for.	Date.	PARTICULARS.	Amount.
1885. Nov. 10	To gas sold through public lamps, November 1 to 10, inclusive			$1,376 18	1884. Nov. 10	By cash	$34,070 20
	To work at public lamps, November 1 to 10			10 00		By accrued interest on bonds and mortgages adjusted to November 10	115 00
	To sundry bills as per day book			221 9.		By rent of room at 111 Broad street	6 25
	To sundry bills for gas stoves sold			126 71		By rent of telephone, one-third month, November 1 to 10	20 50
	To premiums on insurance paid in advance, and adjusted to November 10, 1884			94 16		By wages of collectors, two-thirds month, November 11 to 30	544 48
	To cost of counter shafting at works, as per inventory			592 56		By Croton water used to November 10....$457 50	
	To half expenses of painting lamp posts			339 86		Less regular Croton rates paid in advance and adjusted to date 309 30	148 00
	To gas sold through meters to the corporation of the city of New York, from November 1 to 10 (bills not rendered)			1,302 00			
	To amount due from city of New York for gas sold:			10,754 26		By rents collected in advance and adjusted to date	531 50
	To amount due from sundry customers for gas			150,699 25		By advance receipts as inventoried	62,899 40
	To anthracite coal as per inventory			9,440 60		By interest on above	6,289 94
	To naphtha			6,701 72		By unclaimed advances	2,439 76
	To coke			8,190 50		By bond and mortgage on No. 335 Avenue A, due July 15, 1889	6,000 00
	To 21st street inventory of supplies, less shafting charged above, $592.56			33,150 97		By local taxes as inventoried (personal tax paid by Consolidated Co.)	38,297 55
	To Hester street inventory of supplies			22,363 66			

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To supplementary schedule (lamp supplies)	.....	.....	840 95		By State tax as inventoried tax for 1884 on regular dividends, to be paid by Consolidated Gas-light Co.	15,000 00
To Hester street property	$100,000 00	.....	100,000 00			
To real estate at gas works	1,220,000 00	$637,000 00	1,857,000 00			
To buildings and apparatus	.....	.....	2,894,000 00	1885.		
To street mains	3,310,642 03	875,357 97	1,293,000 00	Jan. 10	By cash	32,625 50
To franchise	.....	1,417,000 00	1,417,000 00	Jan. 31	By cash	998 81
To New York Gas-light Company's stock	.....	.....	36,100 00		By final dividend of one per cent, paid January 26, 1885	40,000 00
To Manhattan Gas-light Company's stock	.....	.....	3,900 00		By State tax on above dividend, paid by Consolidated Company	1,000 00
Above properties to the Consolidated Company, as per agreement (the stock being in lieu of 400 shares of the Consolidated Co.'s stock).					By balance unsettled	1,000 00
To cash	.....	.....	99		By balance, being in stock of Consolidated Gas-light Co.	7,600,000 00
	$4,630,642 03	$2,929,357 97	$7,841,436 27			$7,841,436 27

1831

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B.—NEW YORK GAS-LIGHT COMPANY.

Capital Investments, Etc.

Year.	Total current capital.	Investments.		
		Real estate.	Works, apparatus, meters, mains, etc.	Total.
1824	$203,581 65	$18,432 06	$3,213 99	$21,646 05
1825	232,581 65	20,210 18	73,828 85	94,039 03
1826	581,893 16	13,842 48	158,802 00	172,644 48
1827	522,470 31	31,663 70	208,878 48	240,542 18
1828	517,677 07	33,011 78	235,760 78	268,772 56
1829	506,779 73	32,966 35	241,248 22	274,214 57
1830	526,822 37	35,976 11	247,274 56	283,250 67
1831	517,182 86	28,374 39	241,764 80	270,139 19
1832	514,969 81	28,461 89	241,195 81	269,657 70
1833	515,623 97	28,461 89	338,671 32	367,133 21
1834	518,157 41	28,961 89	339,512 13	368,474 02
1835	557,925 57	29,680 55	342,522 24	372,202 79
1836	572,549 12	29,681 06	354,446 36	384,127 42
1837	585,716 10	86,923 45	373,730 44	460,653 89
1838	809,962 89	86,923 45	391,032 53	477,955 98
1839	797,978 22	232,739 80	396,467 04	629,206 84
1840	791,900 93	144,138 85	401,923 72	546,062 57
1841	791,700 32	144,147 85	410,769 69	554,917 54
1842	777,494 90	144,147 85	417,781 92	561,929 77
1843	764,589 56	125,474 96	421,446 06	546,921 02

1844	763,635 72	125,917 61	432,731 78	558,649 39
1845	793,696 53	117,012 56	460,382 90	577,395 46
1846	820,387 92	117,535 96	452,245 00	569,780 96
1847	874,669 06	97,998 28	451,143 04	549,144 32
1848	932,152 53	103,105 99	466,214 59	569,320 58
1849	916,907 68	121,927 53	464,386 72	586,314 25
1850	977,854 57	119,565 49	417,818 82	537,384 31
1851	1,095,109 85	122,179 15	351,528 56	473,707 71
1852	1,138,329 76	129,634 75	341,531 89	472,166 64
1853	1,285,147 18	130,013 72	391,845 45	521,859 17
1854	1,367,144 44	130,130 25	381,072 07	511,202 32
1855	1,540,363 28	183,844 14	411,203 84	595,047 98
1856	1,579,451 88	190,604 72	406,064 83	596,669 55
1857	1,763,145 31	202,114 97	417,484 18	619,599 15
1858	1,798,528 87	202,792 94	399,555 67	602,348 61
1859	1,971,246 98	203,708 04	406,770 06	610,478 10
1860	2,052,850 55	204,310 41	403,213 78	607,524 19
1861	2,170,894 27	254,959 01	407,256 85	662,215 86
1862	2,144,804 00	254,959 01	582,197 51	837,156 52
1863	1,700,235 66	342,459 01	568,788 90	911,247 91
1864	2,092,261 27	342,000 00	556,077 46	898,077 46
1865	2,131,177 90	344,000 00	519,824 26	863,824 26
1866	2,077,489 66	344,000 00	480,518 92	824,518 92
1867	2,114,997 91	344,020 00	460,518 92	804,538 92
1868	2,191,237 80	366,500 00	420,518 92	787,018 92
1869	2,145,445 06	366,500 00	382,250 00	748,750 00
1870	2,120,261 61	366,500 00	382,250 00	748,750 00
1871	1,799,875 47	1,300,000 00	2,700,000 00	4,000,000 00
1872	4,654,036 11	1,300,000 00	2,700,000 00	4,000,000 00

*The company's stock account was increased at this time by appreciating the values of the investments.

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B—NEW YORK GAS-LIGHT COMPANY.

Capital Investments, &c.—(Continued).

Year.	Total current capital.	Investments.		
		Real estate.	Works, apparatus, meters, mains, etc.	Total.
1873	$4,480,728 56	$1,300,000 00	$2,700,000 00	$4,000,000 00
1874	4,568,564 43	1,300,000 00	2,700,000 00	4,000,000 00
1875	4,498,881 34	1,300,000 00	2,700,000 00	4,000,000 00
1876	4,542,074 26	1,300,000 00	2,903,067 03	4,203,067 03
1877	4,393,492 22	1,300,000 00	3,047,632 36	4,347,632 36
1878	4,459,563 10	1,300,000 00	2,887,000 00	4,187,000 00
1879	4,350,189 85	1,300,000 00	3,070,000 00	4,370,000 00
1880	4,424,267 72	1,300,000 00	3,364,922 92	4,664,922 92
1881	4,521,118 02	1,300,000 00	3,142,089 42	4,442,089 42
1882	4,669,614 47	1,314,000 00	3,232,706 21	4,546,706 21
1883	4,703,218 65	1,320,000 00	3,277,183 83	4,597,183 83
1884	†7,647,258 19	1,957,000 00	4,186,000 00	6,143,000 00
6 years ending 1829	506,779 73	32,966 35	241,248 22	274,214 57
5 years, ending 1834	518,157 41	28,961 89	339,512 13	368,474 02
" " 1839	797,978 22	232,739 80	396,467 04	629,206 84
" " 1844	763,635 72	125,917 61	432,731 78	558,649 39
" " 1849	916,907 68	121,927 53	464,386 72	586,314 25
" " 1854	1,367,144 44	130,130 25	381,072 07	511,202 32

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" " 1859.....	1,971,246 98	203,708 04	406,770 06	610,478 10
" " 1864.....	2,092,261 27	342,000 00	556,077 46	898,077 46
" " 1869.....	2,145,445 06	366,500 00	382,250 00	748,750 00
" " 1874.....	4,568,564 43	1,300,000 00	2,700,000 00	4,000,000 00
5 years, 11 mos. to Dec. 31, 1880..	4,424,267 72	1,300,000 00	3,364,922 92	4,664,922 92
Nov. 10, 1884.....	7,647,258 19	1,957,000 00	4,186,000 00	6,143,000 00

†The amount was increased by the valuation, beyond amounts stated in books as transferred to the Consolidated Company.

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B — NEW YORK GAS-LIGHT COMPANY.

Current Capital Account and Surplus.

YEAR	Capital stock.	Surplus.					Totals capital and surplus.	Average.
		Profit and loss.	Deterioration.	Surplus capital.	Deterioration and improvements.	Totals.		
1823 (June 2 to December 31)	$200,000 00	*Dr. $1,418 35*				*$1,418 35*	$198,581 65	
1824	205,000 00	*Dr. 1,418 35*				*1,418 35*	203,581 65	
1825	234,000 00	*Dr. 1,418 35*				*1,418 35*	232,581 65	
1826	495,000 00	86,893 16				86,893 16	581,893 16	
1827	495,000 00	27,470 31				27,470 31	522,470 31	
1828	495,000 00	22,677 07				22,677 07	517,677 07	
1829	495,000 00	11,779 73				11,779 73	506,779 73	
							$2,763,665 22	$394,795 03
1830	495,000 00	31,822 37				31,822 37	$526,822 37	
1831	495,000 00	22,182 86				22,182 86	517,182 86	
1832	495,000 00	19,909 81				19,909 81	514,909 81	
1833	495,000 00	20,623 97				20,623 97	515,623 97	
1834	495,000 00	23,157 41				23,157 41	518,157 41	
							$2,592,756 42	$518,551 24
1835	495,000 00	46,342 77	$16,582 80			62,925 57	$557,925 57	
1836	495,000 00	47,431 41	30,117 71			77,549 12	572,549 12	
1837	500,000 00	42,700 28	42,965 82			85,716 10	585,716 10	
1838	750,000 00	16,426 78	43,536 11			59,962 89	809,962 89	
1839	750,000 00	6,628 23	41,349 99			47,978 22	797,978 22	
							$3,324,131 90	$664,826 38

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B — NEW YORK GAS-LIGHT COMPANY.

Current Capital Account and Surplus — (Continued).

YEAR.	Capital stock	Surplus.					Totals capital and surplus.	Average.
		Profit and loss	Deterioration	Surplus capital.	Deterioration and improvements.	Totals.		
1865	$1,000,000 00	$1,131,177 90				$1,131,177 90	$2,131,177 90	
1866	1,000,000 00	1,051,790 52	$25,699 14			1,077,489 66	2,077,489 66	
1867	1,000,000 00	1,069,298 77	45,699 14			1,114,997 91	2,114,997 91	
1868	1,000,000 00	1,094,538 66	96,699 14			1,191,237 80	2,191,237 80	
1869	1,000,000 00	1,048,745 92	96,699 14			1,145,445 06	2,145,445 06	
							$10,660,348 33	$2,132,069 67
1870	1,000,000 00	1,023,561 47	96,699 14			1,120,260 61	$2,120,260 61	
1871	1,000,000 00		96,699 14	$703,176 33		799,875 47	1,799,875 47	
1872	4,000,000 00			654,036 11		654,036 11	4,654,036 11	
1873	4,000,000 00			480,728 56		480,728 56	4,480,728 56	
1874	4,000,000 00			204,740 48	$304,423 95	508,564 43	4,508,564 43	
							$17,023,465 18	$3,524,693 04
1875	4,000,000 00			194,457 39	304,423 95	498,881 34	$4,498,881 34	
1876	4,000,000 00			237,650 31	304,423 95	542,074 26	4,542,074 26	
1877	4,000,000 00			254,833 33	128,658 89	383,492 22	4,383,492 22	
1878	4,000,000 00			319,946 34	139,616 76	459,563 10	4,459,563 10	
1879	4,000,000 00			337,011 97	13,177 88	350,189 85	4,350,189 85	
							$22,244,200 77	$4,448,840 15
1880	4,000,000 00			321,089 84	103,177 88	324,267 72	$4,424,267 72	
1881	4,000,000 00			351,386 07	169,731 95	521,118 02	4,521,118 02	
1882	4,000,000 00			353,963 77	315,650 70	669,614 47	4,669,614 47	
1883	4,000,000 00			378,218 65	325,000 00	703,218 65	4,703,218 65	
1884 (To November 10)	4,000,000 00			*3,647,258 19		3,647,258 19	7,647,258 19	
							$25,965,477 05	$5,341,469 56

* Includes profit on sale to Consolidated Company.

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B — NEW YORK GAS-LIGHT COMPANY.

Dividend Account.

DATE.	Increase of capital.	Total capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at 10 per cent per annum on paid-up capital.	Amount in excess of 10 per cent.	Deficiency below 10 per cent.
1823, June 2	$200,000 00	$200,000 00					
19 months ending 1824, Dec. 31	5,000 00	205,000 00			$32,458 33		$32,458 33
1825	29,500 00	234,500 00	$14,850 00	6.33	23,450 00		8,600 00
1826	260,500 00	495,000 00	57,321 00	11.58	49,500 00	$7,821 00	
1827		495,000 00	42,718 50	8.63	49,500 00		6,781 50
1828		495,000 00	57,420 00	11.60	49,500 00	7,920 00	
1829		495,000 00	59,400 00	12.	49,500 00	9,900 00	
1830		495,000 00	52,173 00	10.54	49,500 00	2,673 00	
1831		495,000 00	47,431 00	9.58	49,500 00		2,079 00
1832		495,000 00	47,425 00	9.56	49,500 00		2,475 00
1833		495,000 00	49,500 00	10.	49,500 00		
1834		495,000 00	49,500 00	10.	49,500 00		
1835		495,000 00	49,500 00	10.	49,500 00		
1836		495,000 00	49,750 00	10.05	49,500 00	250 00	
1837	5,000 00	500,000 00	62,500 00	12.50	50,000 00	12,500 00	
1838	250,000 00	750,000 00	75,000 00	10.	75,000 00		
1839		750,000 00	67,500 00	9.	75,000 00		7,500 00
1840		750,000 00	67,500 00	9.	75,000 00		7,500 00
1841		750,000 00	67,500 00	9.	75,000 00		7,500 00
1842		750,000 00	67,500 00	9.	75,000 00		7,500 00
1843		750,000 00	67,500 00	9.	75,000 00		7,500 00
1844		750,000 00	67,500 00	9.	75,000 00		7,500 00
1845		750,000 00	67,500 00	9.	75,000 00		7,500 00
1846		750,000 00	67,500 00	9.	75,000 00		7,500 00

1839

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B — NEW YORK GAS-LIGHT COMPANY.

Dividend Account — (Continued).

DATE.	Increase of capital.	Total capital paid up	Dividends paid.	Rate per cent per annum.	Amount at 10 per cent per annum on paid-up capital.	Amount in excess of 10 per cent.	Deficiency below 10 per cent.
1847	.....	$750,000 00	$67,500 00	9.	$75,000 00	.....	$7,500 00
1848	.....	750,000 00	67,500 00	9.	75,000 00	.....	7,500 00
1849	.....	750,000 00	67,500 00	9.	75,000 00	.....	7,500 00
1850	.....	750,000 00	75,000 00	10.	75,000 00	.....	.....
1851	.....	750,000 00	75,000 00	10.	75,000 00	.....	.....
1852	.....	750,000 00	75,000 00	10.	75,000 00	.....	.....
1853	.....	750,000 00	150,000 00	20.	75,000 00	$75,000 00	.....
1854	.....	750,000 00	75,000 00	10.	75,000 00	.....	.....
1855	.....	750,000 00	75,000 00	10.	75,000 00	.....	.....
1856	.....	750,000 00	75,000 00	10.	75,000 00	.....	.....
1857	.....	750,000 00	225,000 00	30.	75,000 00	150,000 00	.....
1858	.....	750,000 00	112,500 00	15.	75,000 00	37,500 00	.....
1859	.....	750,000 00	300,000 00	40.	75,000 00	225,000 00	.....
1860	.....	750,000 00	307,500 00	41.	75,000 00	232,500 00	.....
1861	.....	750,000 00	337,500 00	45.	75,000 00	262,500 00	.....
1862	.....	750,000 00	*1,075,000 00	143.33	75,000 00	1,000,000 00	.....
1863	$250,000 00	1,000,000 00	200,000 00	20.	100,000 00	100,000 00	.....
1864	.....	1,000,000 00	300,000 00	30.	100,000 00	200,000 00	.....
1865	.....	1,000,000 00	500,000 00	50.	100,000 00	400,000 00	.....
1866	.....	1,000,000 00	900,000 00	90.	100,000 00	800,000 00	.....
1867	.....	1,000,000 00	700,000 00	70.	100,000 00	600,000 00	.....
1868	.....	1,000,000 00	500,000 00	50.	100,000 00	400,000 00	.....
1869	.....	1,000,000 00	500,000 00	50.	100,000 00	400,000 00	.....
1870	.....	1,000,000 00	500,000 00	50.	100,000 00	400,000 00	.....

* $250,000 of the amount was a stock dividend.

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To 1871, May 31		1,000,000 00	*3,450,000 00	243.53	141,666 66	3,308,333 34	
			$11,964,078 50			$8,631,897 34	
Less, amount at 10 per cent per annum on paid-up capital			3,467,074 99				
Less, deficiency below 10 per cent per annum on paid-up capital						134,893 83	
Net excess of dividend over 10 per cent. per annum			$8,497,003 51			$8,497,003 51	
			Reorganization June 1, 1871.				
1871, June 1		$1,000,000 00	$600,000 00	102.86	$58,333 33	$541,666 67	
To 1872, Dec. 31, 7 months	$3,000,000 00	1,000,000 00	800,000 00	20.	400,000 00	400,000 00	
1873, 12 months		4,000,000 00	600,000 00	15.	400,000 00	200,000 00	
1874		4,000,000 00	400,000 00	10.	400,000 00		
1875		4,000,000 00	800,000 00	20.	400,000 00	400,000 00	
1876		4,000,000 00	400,000 00	10.	400,000 00		
1877		4,000,000 00	400,000 00	10.	400,000 00		
1878		4,000,000 00	320,000 00	8.	400,000 00		$80,000 00
1879		4,000,000 00	160,000 00	4.	400,000 00		240,000 00
1880		4,000,000 00	320,000 00	8.	400,000 00		80,000 00
1881		4,000,000 00	320,000 00	8.	400,000 00		80,000 00
1882		4,000,000 00	400,000 00	10.	400,000 00		
1883		4,000,000 00	400,000 00	10.	400,000 00		
To 1884, Nov. 10		4,000,000 00	600,000 00	17.42	344,444 44	255,555 56	
	$4,000,000 00		$6,520,000 00			$11797,222 23	
Less, amount at 10 per cent per annum on paid-up capital			5,202,777 77				
Less, deficiency below 10 per cent per annum on paid-up capital						480,000,00	
Net excess of dividends over 10 per cent per annum			$1,317,222 23			$1,317,222 23	

* This amount includes $3,000,000 stock dividend, which amount is credited to capital account, June 1, 1871.

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B— NEW YORK GAS-LIGHT COMPANY.

Summary.

PERIOD ENDING	Dividends paid.	Amount at 10 per cent per annum on paid-up capital.	Amount in excess of 10 per cent.	Deficiency below 10 per cent.
1871, May 31	*$11,964,078 50	$3,467,074 99	$8,631,897 34	$134,893 83
1884, Nov. 10	6,520,000 00	5,202,777 77	1,797,222 23	480,000 00
	$18,484,078 50		$10,429,119 57	
Less amount at 10 per cent per annum on paid-up capital	8,669,852 76			
Less deficiency below 10 per cent per annum on paid-up capital			614,893 83	
Total net excess of dividends over 10 per cent per annum	$9,814,225 74		$9,814,225 74	

*This amount includes $3,250,000 stock dividends which amount is credited to capital account.

Particulars of Credit to Surplus Capital Account, June 1st, 1871, as extracted from the books.

Balance of profit and loss account transferred	$925,494 34
Transfer of balance of deterioration account	96,699 14
Transfer of balance of wharfage account	10,342 14
Appreciation on Hester street property	60,000 00
Appreciation on real estate at works	673,500 00
Appreciation on buildings and apparatus, appraised at $1,678,946, — to Dr. of account, $450,000	1,308,946 00
Appreciation on street mains, appraised at $1,000,000, — to Dr. of account, $382,250	617,750 00
Profit on New York Gas-light stock	13,725 00
Profit on U. S. bonds (6 per cent currency)	437 50
Appreciation on stable building	3,291 89
Appreciation on stable equipment, valued at $21,054, charged, $3,915.23	17,138 77

N. Y. Life Ins. & Trust Co.:		
For amount deposited to Cr. J. H. Adams, Pres.	$150,000 00	
For interest on same to June 1st	6,202 03	
For interest on general account	5,611 33	
		$163,813 36
Total		$3,991,138 14
Out of which was paid stock dividend of	$3,000,000 00	
And balance carried to surplus capital	991,138 14	
		$3,991,138 14

5671

C — METROPOLITAN GAS-LIGHT COMPANY.

Capital Account.

DATE.	Capital created.	How paid in.				Total to date.
		Cash.	For charter.	Purchase of property	For construction.	
1860, November 30	$2,500,000 00	$12,150 00	$96,000 00	.....	.....	$108,150 00
1861, November 30	.....	43,190 00	36,000 00	.....	$25,600 00	212,940 00
1862, November 30	.....	83,870 00	12,000 00	.....	368,100 00	676,910 00
1863, November 30	.....	473,490 00	.....	$1,178,000 00	171,600 00	2,500,000 00
	$2,500,000 00	$612,700 00	$144,000 00	$1,178,000 00	$565,300 00	

Recapitulation.

1863, November 30, Capital paid in in cash	$612,700 00
Capital paid for charter	144,000 00
Capital paid for purchase of property from Manhattan Gas-Light Company	1,178,000 00
Capital paid for street mains and works	265,000 00
Total amount of capital stock at this date	$2,500,000 00

NOTE.—There was no increase of capital from this date, November 30, 1863, to the date of consolidation, November 10, 1884.

8314

C—METROPOLITAN GAS-LIGHT COMPANY.

Dr. *Analysis of Profit and Loss Accounts from November 30, 1862, to November 10, 1884.* *Cr.*

Year ending	Total cost of gas, bad accounts and sundry expenses.	Depreciation written off.	Dividends.	Gross income from gas, residuals and sundries.	Appreciation written up.
1863, November 30.....	$119,729 18	.....	.....	$168,892 18	$11,916 66
1864, November 30.....	414,019 97	.....	.....	487,219 46	
1865, November 30.....	494,293 24	$2,465 91	.....	615,099 11	
"	*21,637 06				
1866, November 30.....	521,222 79	.....	$200,000 00	794,426 88	
"	*49,818 00				
1867, November 30.....	614,253 20	.....	300,000 00	938,736 87	
	$2,234,973 44	$2,465 91	$500,000 00	$3,004,374 50	$11,916 66
1868, November 30.....	$671,964 58	.....	$200,000 00	$1,032,965 12	
"	.....	.....	.....	||18,840 09	
1869, November 30.....	808,469 65	.....	400,000 00	1,209,200 61	
"	.....	.....	.....	||32,337 00	
1870, November 30.....	884,670 08	.....	1,300,000 00	1,321,301 21	$739,973 14
"	†144,000 00	.....	§25,000 00	||18,626 92	
1871, November 30.....	900,221 88	.....	300,000 00	1,539,479 78	
"	.....	.....	§62,500 00	||38,917 36	
1872, November 30.....	1,076,430 10	.....	200,000 00	1,521,055 54	
			§50,000 00		
	$4,485,756 29	.....	$2,537,500 00	$6,732,723 63	$739,973 14

1944

1873, November 30.....	$1,136,963 82	.....	.....	$1,495,644 88	
"	‡67,466 17				
1874, November 30.....	1,067,611 53	.....	$250,000 00	1,502,132 50	
"	.....	.....	§70,000 00		
1875, November 30.....	913,254 72	$138 95	250,000 00	1,497,770 70	$39 34
"	.....	.....	§70,000 00		
1876, November 30.....	814,624 34	.....	375,000 00	1,328,669 07	
"	.....	.....	§105,000 00	‖15,578 86	
1877, November 30.....	735,880 03	.....	250,000 00	1,202,140 49	
			§70,000 00	‖16,032 44	
	$4,735,800 61	$138 95	$1,440,000 00	$7,057,968 94	$39 34
1878, November 30.....	$631,404 86	.....	$250,000 00	$1,124,255 48	
"	.....	.....	§70,000 00	°16,670 00	
1879, November 30.....	649,752 22	.....	250,000 00	1,032,276 11	
"	.....	.....	§67,786 60	°14,731 09	
1880, November 30.....	744,451 91	$240 00	375,000 00	1,095,023 71	
"	¶39,198 01	.....	§94,479 42	°101,526 08	
1881, November 30.....	813,504 11	4,522 44	337,500 00	1,410,766 75	
"	.....	.....	§76,483 34	°14,977 92	
1882, November 30.....	862,762 39	.....	450,000 00	1,551,586 75	
				°9,056 49	
	$3,741,013 50	$4,762 44	$1,971,249 36	$6,370,870 29	

* Losses by fire. † Charter. ‡ Bad accounts, 1872. § Interest on scrip. ‖ Interest and service. ¶ Loss by city. ° Interest.

1345

8316

C—METROPOLITAN GAS-LIGHT COMPANY.

Dr. *Analysis of Profit and Loss Accounts, etc.*—(Continued.) *Cr.*

Year ending	Total cost of gas, bad accounts and sundry expenses.	Depreciation written off.	Dividends.	Gross income from gas, residuals and sundries.	Appreciation written up.
1883, November 30.....	$961,540 95	.....	$500,000 00	$1,754,486 58	
"	.....	.....	.....	*12,373 68	
1884, November 10.....	971,539 40	.....	625,000 00	1,832,910 52	
				*16,075 68	
				†1,411 58	
				‡675,000 00	
	$1,933,080 35	.....	$1,125,000 00	$4,292,258 04	

* Interest. † Wharfage. ‡ Consolidated Gas-Light Company

Dr. **C — *Summary.*** *Cr.*

FIVE YEARS ENDING	Total cost of gas, bad accounts, sundries.	Depreciations written off.	Dividends.	Totals.	Gross income from gas, residuums, sundries.	Appreciation written up.	Totals.
1867 November 30. to 1872 November 30.	$2,234,973 44	$2,465 91	$500,000 00	$2,737,439 35	$3,004,874 50	$11,916 66	$3,016,291 16
1872 November 30. to 1877 November 30.	4,485,756 29	.....	2,537,500 00	7,023,256 29	6,732,723 63	739,973 14	7,472,696 77
1877 November 30. to 1882 November 30.	4,735,800 61	138 95	1,440,000 00	6,175,939 56	7,057,968 94	89 34	7,058,008 28
1882 November 30. to 1884 November 10.	3,741,013 50	4,762 44	1,971,249 36	5,717,025 30	6,370,870 29	.....	6,370,870 29
	1,938,080 35	.....	1,125,000 00	3,058,080 35	3,617,258 04	.....	3,617,258 04
					*675,000 00	.....	675,000 00
	$17,130,624 19	$7,367 30	$7,573,749 36	$24,711,740 85	$27,458,195 40	$751,929 14	$28,210,124 54
Balance	.....	.....	.....	3,498,383 69			
				$28,210,124 54			$28,210,124 54

* Consolidated Gas-Light Co.

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C — *Resume.*

Dr.				*Cr.*		
Gas manufacturing.....	$10,954,710 95			Gross income from gas.	$25,413,621 17	
Reconstruction and repairs.	1,380,163 05			Sale of residuals.....	991,374 06	
Taxes	1,477,177 17			Interest	282,439 39	
Salaries, office expenses, &c	2,037,948 46			Service	39,966 66	
Interest, insurance, &c....	700,042 65			Sundries	55,794 12	
Lamps, services	80,324 59					$26,783,195 40
Fire losses	71,455 06			Appreciation		751,929 14
Charter	144,000 00			Consolidated Gas-light Co.....		675,000 00
Meter and gas stove setting	42,192 27					
Rent and sundries	10,022 08					
		$16,898,036 98				
Loss on bad accounts.....	$160,029 37					
Loss on meters.....	72,558 54					
		232,587 91				
			$17,130,624 19			
Depreciation			7,367 30			
Dividends			7,573,749 36			
Balance to credit profit and loss.....			3,498,383 69			
			$28,210,124 54			$28,210,124 54

C — METROPOLITAN GAS-LIGHT COMPANY.

Dr. *Particulars of sale to the Consolidated Gas-Light Company, November 11, 1884.* *Cr.*

Date.	PARTICULARS.	State of acc't prior to Cr. of appreciation.	Appreciation written up.	Sold for.
1884. Nov. 30	To gas, insurance, supplies, materials gas stoves, lamps, stationery, etc., handed over to the Consolidated	.....	.....	$10,625 87
	To street mains laid between Nov. 1 and Nov. 11, 1884	.....	.....	10,738 10
	To services laid between November 1 and 11	.....	.....	3,749 00
	To real estate	$1,411,274 57	$63,725 43	1,475,000 00
	To construction	2,006,195 04	.....	.....
	To 59th street station	34,505 22	*598,700 86	2,046,000 00
	To mains, meters and services	1,227,329 17	239,870 83	1,477,000 00
	To bulkheads, etc	.....	300,000 00	300,000 00
	To office furniture	1,070 75	10,929 25	12,000 00
	To laboratory	.....	5,000 00	5,000 00
	To franchise	.....	1,863,000 00	1,863,000 00
	To coal, water and supplies at works, as per account of Nov. 11, 1884	.....	.....	92,312 89
	To meters, as per account of Nov. 11, 1884	.....	.....	10,301 41
	To cash paid to collector of street assessments	.....	.....	600 00
	To mains, materials on Dec. 31, 1884, pipes, branches, reducers, bends, retorts, pieces, etc	.....	.....	43,319 23
	Lamp and service materials, coal, repairs, etc	.....	.....	2,840 92
	Less depreciation	.....	$2,461,525 51 598,700 86	
		$5,292,175 35	$1,862,824 65	$7,349,516 92

Date.	PARTICULARS.	Amount.
1884. Nov. 30.	By bonds of company outstanding, assumed by Consolidated Gas Light Company	$658,000 00
	By interest accrued on same	11,295 67
	By mortgage on 8 lots in 41st street, 10th and 11th aves	30,000 00
	By interest on same	558 33
	By scrip outstanding	920 00
	By sundry other obligations assumed by the Consolidated Gas-Light Co.	2,126 45
Dec. 31	By proportion of gas collected by Metropolitan Co. belonging to Consolidated Co., from Nov. 11. to 14, 1884	18,084 25
	By money deposited with Metropolitan Co. as security for payment of gas bills assumed by Consolidated Co	95,120 25
	By interest on same at 10 per cent	9,612 02
1885. Feb. 28.	By difference on derricks (belonging to street mains)	136 49
	By cash received from Consolidated Gas Co for balance of accounts, as adjusted by the adjusting committee	23,753 46
	By balance—amount to be distributed to each stockholder of the Metropolitan Gas-Light Co., 2 6-10 shares of Consolidated stock, for the entire capital of $2,500,000	6,500,000 00
		$7,349,516 92

8320

C—METROPOLITAN GAS-LIGHT COMPANY.

Dr. *Capital Investments—Real Estate.* *Cr.*

Sixty-fifth Street Works, N. Y.

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$323,000 00	By receipts from sales.....	$225,000 00
street assessments	41,080 31	receipts from rents.....	117,373 54
taxes	41,600 07	receipts from wharfage.....	422 33
legal expenses, surveying, etc..	3,360 90	sales of old materials.....	2,780 00
appreciation written up.....	526,259 54	balance, being net cost of property as now shown on books..	589,724 95
	$935,300 82		$935,300 82

Sixty-second Street Works, N. Y.

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$212,993 14	By receipts from rents.....	$3,985 00
taxes and assessments.....	8,884 85	balance, being net cost of property as now shown on books..	238,075 49
legal expenses, surveying, etc...	230 00		
interest paid	19,952 50		
	$242,060 49		$242,060 49

Forty-second Street Works, N. Y.

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$125,000 00	By balance, being net cost of property as now shown on books....	$390,956 39
improvements (bulkhead)	28,358 22		
street assessments	2,782 89		
taxes	2,715 87		
legal expenses, surveying, etc..	3,516 90		
interest paid	18,473 67		
appreciation written up.....	210,108 84		
	$390,956 39		

Forty-second Street Property, N. Y

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$19,250 00	By balance, being net cost of property as now shown on books....	$26,690 04
street assessments	46 26		
taxes	3,224 02		
legal expenses, surveying, etc..	545 00		
appreciation written up.....	3,604 76		
	$26,690 04		

1351

8322

C—METROPOLITAN GAS-LIGHT COMPANY.

Dr. *Capital Investments—Real Estate*—(Continued). *Cr.*

Avenue A, N. Y.

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$90,000 00	By receipt from rents.....	$2,086 50
taxes and assessment	1,629 05	balance, being net cost of property as now shown on books..	89,948 35
legal expenses, surveying, etc..	405 80		
	$92,034 85		$92,034 85

Tenth and Eleventh Avenues, Nos. 41 and 42, N. Y.

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$50,000 00	By balance, being net cost of property as now shown on books....	$50,000 00

Cliff Side, N. J.

February 1, 1860, to November 10, 1884:		February 1, 1860, to November 10, 1884:	
To purchase of property.....	$18,588 00	By balance, being net cost of property as now shown on books....	$25,879 35
water front privileges.....	7,291 35		
	$25,879 35		

Dr. **O — *Summary.***

DESCRIPTION.	Purchase of property.	Street assessments.	Taxes.	Legal expenses, surveying, etc.	Interest paid.	Appreciation written up.	Totals.
Sixty-fifth street works	$323,000 00	$41,080 31	$41,600 07	$3,360 90	.....	$526,259 54	$935,300 82
Sixty-second street works ...	212,993 14	.....	*8,884 85	230 00	$19,952 50	.....	242,060 49
Forty-second street works ...	125,000 00	2,782 89	2,715 87	3,516 90	18,473 67	210,108 84	390,956 39
Improvements (b'lkhead)	28,358 22						
Forty-second street property.	19,250 00	46 26	3,244 02	545 00	... .	3,604 76	26,690 04
Avenue A	90,000 00	... .	*1,629 05	405 80	.....	... .	92,034 85
Tenth and Eleventh avenues Nos. 41 and 42...	50,000 00	... ...	.....	.....	.....	.....	50,000 00
Cliff Side, N. J	18,588 00	.....	.....	....	.. ..	.....	25,879 35
Water front privileges..	7,291 35						
	$874,480 71	$43,909 46	$58,073 86	$8,058 60	$38,426 17	$739,973 14	$1,762,921 94

* Taxes and assessments.

* Twenty thousand dollars paid in cash, mortgage given for $30,000.

83924

C — *Summary* — (Continued). *Cr.*

DESCRIPTION.	Sales.	Rents received.	Wharfage received	Sales of old materials.	Dr. balance, being net amount invested.	Totals.
Sixty-fifth street works	$225,000 00	$117,373 54	$422 33	$3,780 00	$589,724 95	$935,300 82
Sixty-second street works	.....	3,985 00	.....	.....	238,075 49	242,060 49
Forty-second street works	.....	.....	.....	.....	390,956 39	390,956 39
Forty-second street property	.....	.....	.....	.....	26,690 04	26,690 04
Avenue A	.....	2,086 50	.....	.....	89,948 35	92,034 85
Tenth and Eleventh avenues, Nos. 41 and 42	.....	.....	.....	.....	50,000 00	50,000 00
Cliff Side, N. J	.....	.....	.....	.....	25,879 35	25,879 35
	$225,000 00	$123,445 04	$422 33	$3,780 00	$1,411,274 57	$1,762,921 94

C—METROPOLITAN GAS-LIGHT COMPANY

Capital Investments.

Year.	Real estate.	Construction.	Mains and Meters.	Furniture, etc.	Totals.
1860	$140,908 72	$4,108 25	.....	.....	$145,016 97
1861	140,908 72	60,070 61	.....	.....	200,979 33
1862	165,001 01	562,641 69	.....	.....	727,642 70
1863	494,325 82	1,607,212 00	$442,064 80	$5,913 63	2,549,516 25
1864	494,944 76	1,671,868 09	425,032 44	5,913 63	2,597,758 92
1865	477,005 23	1,679,069 63	415,948 72	7,059 54	2,579,083 12
1866	478,860 41	1,662,318 37	428,818 66	*42,325 53	2,612,323 27
1867	473,940 73	1,725,040 46	458,059 77	*19,129 60	2,676,170 56
1868	492,685 98	1,789,768 07	544,903 48	*49,506 40	2,876,863 93
1869	501,738 78	1,937,103 63	587,791 14	*35,043 22	3,061,676 77
1870	1,266,240 00	2,013,231 31	634,718 91	7,189 42	3,921,379 64
1871	1,261,548 52	2,094,392 92	731,570 38	7,337 67	4,094,849 49
1872	1,416,014 70	2,361,134 40	840,756 25	7,538 57	4,625,443 92
1873	1,414,946 79	2,503,828 38	873,613 46	4,417 07	4,796,805 70
1874	1,322,144 72	2,512,351 95	899,450 71	5,430 69	4,739,378 07
1875	1,449,741 04	2,483,247 21	940,782 29	5,557 69	4,879,328 23
1876	1,440,870 04	2,494,548 09	971,1[illegible]1 77	5,593 19	4,912,183 09
1877	1,437,352 49	2,499,012 13	1,004,972 33	5,593 19	4,946,930 14

*Includes expenses on bulkheads charged to real estate in November, 1870.

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8326

C—METROPOLITAN GAS-LIGHT COMPANY.

Capital Investments—(Continued).

Year.	Real estate.	Construction.	Mains and Meters.	Furniture, etc	Totals.
1878	$1,211,819 47	$2,501,656 98	$1,025,118 84	$5,593 19	$4,744,188 48
1879	1,203,293 67	2,507,502 87	1,072,240 21	5,593 19	4,788,629 94
1880	1,198,781 37	2,515,397 65	1,095,188 25	5,593 19	4,814,960 46
1881	1,290,048 19	2,552,500 29	1,138,210 20	1,070 75	4,981,829 43
1882	1,366,687 19	2,586,315 64	1,199,970 78	1,070 75	5,154,044 36
1883	1,424,487 46	2,598,465 64	1,229,680 73	1,135 75	5,253,769 58
Nov. 10, 1884	1,445,779 79	2,608,195 64	1,237,129 17	1,372 97	5,292,477 57

1356

8328

C — METROPOLITAN GAS-LIGHT COMPANY.

Current Capital, Account, Surplus, etc.

YEARS.	Capital stock	Current Capital.				Total capital stock and current capital.	Deduct loans receivable.	Net totals.	Average.
		Surplus.	Scrip outstanding.	Bonds, mortgages and loans.	Total.				
1860	$108,150 00	.....	.....	$122,500 00	$122,500 00	$230,650 00	.....	$230,650 00	
1861	212,940 00	.....	.....	110,000 00	110,000 00	322,940 00	.....	322,940 00	
1862	676,910 00	.....	.....	110,000 00	110,000 00	786,910 00	.....	786,910 00	
1863	2,500,000 00	.....	.....	281,441 71	281,441 71	2,781,441 71	$25,750 00	2,755,691 71	
1864	2,500,000 00	$81,079 66	.....	311,744 47	372,824 13	2,872,824 13	4,000 00	2,868,824 13	
1865	2,500,000 00	134,279 15	.....	384,930 86	493,210 01	2,999,210 01	.....	2,999,210 01	
1866	2,500,000 00	210,983 05	.....	313,405 23	514,387 28	3,014,387 28	72,017 75	2,972,309 53	
1867	2,500,000 00	254,368 14	.....	313,405 23	567,773 37	3,067,773 37	15,400 00	3,052,373 37	
								$15,999,986 76	$1,999,621 09
1868	2,500,000 00	278,851 81	.....	497,405 23	776,257 04	3,276,257 04	169,660 66	$3,107,596 38	
1869	2,500,000 00	458,892 44	.....	501,905 23	960,597 67	3,460,597 67	83,960 66	3,376,637 01	
1870	2,500,000 00	491,760 40	$1,000,000 00	500,000 00	1,991,760 40	4,491,760 40	98,000 00	4,393,760 40	
1871	2,500,000 00	217,991 59	1,000,000 00	500,000 00	1,717,991 59	4,217,991 59	232,000 00	3,985,991 59	
1872	2,500,000 00	533,666 65	1,000,000 00	854,700 00	2,388,366 65	4,888,366 65	.....	4,888,366 65	
								$19,752,352 23	$3,950,470 45
1873	2,500,000 00	728,298 29	1,000,000 00	704,119 22	2,432,411 51	4,932,411 51	.....	$4,932,411 51	
1874	2,500,000 00	1,019,507 18	998,492 20	647,700 00	2,665,699 38	5,165,699 38	.....	5,165,699 38	
1875	2,500,000 00	1,134,028 15	998,320 00	458,000 00	2,590,348 15	5,090,348 15	300 00	5,090,048 15	
1876	2,500,000 00	1,398,444 52	998,800 00	443,000 00	2,838,044 52	5,338,044 52	244,000 00	5,093,144 52	
1877	2,500,000 00	1,449,068 11	978,600 00	368,000 00	2,792,668 11	5,292,668 11	272,430 00	5,020,238 11	
								$25,301,542 67	$5,060,308 33

C—METROPOLITAN GAS-LIGHT COMPANY.

Current Capital, Account, Surplus, etc.—(Continued).

YEARS	Capital stock.	Current Capital.				Total capital stock and current capital.	Deduct loans receivable.	Net totals.	Average.
		Surplus.	Scrip outstanding.	Bonds, mortgages and loans.	Total				
1878	$2,500,000 00	$1,610,361 01	$964,800 00	$1,000 00	$2,576,161 01	$5,076,161 01	$226,000 00	$4,850,161 01	
1879	2,500,000 00	1,709,881 62	899,804 00	....	2,699,685 62	5,199,685 62	246,450 00	4,953,235 62	
1880	2,500,000 00	1,879,349 92	898,884 00	....	2,778,233 92	5,278,233 92	246,850 00	5,031,383 92	
1881	2,500,000 00	1,822,530 37	6,842 00	658,000 00	2,489,372 37	4,989,372 37	104,850 00	4,884,572 37	
1882	2,500,000 00	2,016,365 15	2,011 00	658,000 00	2,676,376 15	5,176,376 15	155,300 00	5,021,076 15	
								$24,740,429 08	$4,948,085 82
1883, November 30	2,500,000 00	2,204,206 00	220 00	658,000 00	2,923,126 00	5,423,126 00	280,322 10	$5,142,803 90	
1884, November 10	2,500,000 00	2,569,525 31	....	658,000 00	3,227,525 31	5,727,525 31	302,700 00	5,423,825 31	
								$10,566,629 21	$5,424,266 45

C — METROPOLITAN GAS-LIGHT COMPANY.

Dividend account.

YEAR.	Increase of capital.	Total capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at ten per cent per annum on paid up capital.	Amount in excess of ten per cent.	Amount in deficiency below ten per cent.
1860	$108,150 00	$108,150 00	.....	.....	$10,815 00	.....	$10,815 00
1861	104,790 00	212,940 00	.....	.....	21,294 00	.....	21,294 00
1862	463,970 00	676,910 00	.....	.....	67,691 00	.....	67,691 00
1863	1,823,090 00	2,500,000 00	.....	.....	250,000 00	.....	250,000 00
1864	.....	2,500,000 00	.....	.....	250,000 00	.....	250,000 00
1865	.....	2,500,000 00	.....	.....	250,000 00	.....	250,000 00
1866	.....	2,500,000 00	$200,000 00	8.00	250,000 00	.....	50,000 00
1867	.....	2,500,000 00	300,000 00	12.00	250,000 00	$50,000 00	.....
1868	.....	2,500,000 00	200,000 00	8.00	250,000 00	.....	50,000 00
1869	.....	2,500,000 00	400,000 00	16.00	250,000 00	150,000 00	.....
1870	.....	2,500,000 00	1,325,000 00	53.00	250,000 00	1,075,000 00	.....
1871	.....	2,500,000 00	362,500 00	14.50	250,000 00	112,500 00	.....
1872	.....	2,500,000 00	250,000 00	10.00	250,000 00	.....	250,000 00
1873	.....	2,500,000 00	.....	.....	250,000 00	.....	.....
1874	.....	2,500,000 00	320,000 00	12.80	250,000 00	70,000 00	.....
1875	.....	2,500,000 00	320,000 00	12.80	250,000 00	70,000 00	.....
1876	.....	2,500,000 00	480,000 00	19.20	250,000 00	230,000 00	.....
1877	.....	2,500,000 00	320,000 00	12.80	250,000 00	70,000 00	.....
1878	.....	2,500,000 00	320,000 00	12.80	250,000 00	70,000 00	.....
1879	.....	2,500,000 00	317,786 60	12.71	250,000 00	67,786 60	.....
1880	.....	2,500,000 00	469,479 42	18.78	250,000 00	219,479 42	.....
1881	.....	2,500,000 00	413,983 34	16.56	250,000 00	163,983 34	.....
1882	.....	2,500,000 00	450,000 00	18.00	250,000 00	200,000 00	.....

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C — METROPOLITAN GAS-LIGHT COMPANY.

Dividend account. — (Continued).

YEAR.	Increase of capital.	Total capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at ten per cent per annum on paid-up capital.	Amount in excess of ten per cent.	Amount in deficiency below ten per cent.
1883.....	.....	$2,500,000 00	$500,000 00	20.00	$250,000 00	$250,000 00	
1884, Nov. 10	.....	2,500,000 00	625,000 00	29.03	250,000 00	375,000 00	
	$2,500,000 00		$7,573,749 36			$3,173,749 36	
Less amount at ten per cent per annum on paid-up capital.....			5,599,800 00	Less deficiency below ten per cent per annum on paid-up capital.....		1,199,800 00	
Net excess of dividends over ten per cent per annum.....			$1,973,949 36			$1,973,949 36	

D

MUNICIPAL GAS-LIGHT COMPANY.

Capital Account.

YEAR.	Capital created.	HOW PAID IN.					Totals.
		Cash.	Purchase of property.	Purchase of patents.	In payment of expenses.	Charged to profit.	
1876.....	$500,000	$212,700	$100,000	$150,000	$5,000	$25,800	$493,500
1877	1,000,000	709,300	.....	200,000	3,700	.....	1,406,500
1878.....	.....	93,300	.....	.....	200	.....	1,500,000
1879.....	500,000	500,000	.....	.....	.....	.....	2,000,000
1880.....	1,000,000	*849,800	.....	.....	.....	.....	2,849,800
1882.....	.....	150,200	.....	.....	.....	.....	3,000,000
	$3,000,000	$2,515,300	$100,000	$350,000	$8,900	$25,800	

* Includes $350,000 paid in by the Bayard estate.

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88332

8333

D— MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

Dr. *Analysis of Profit and Loss Accounts from January 1, 1876, to November 11, 1884.* *Cr.*

YEAR.	Total cost of gas, bad accounts and sundries.	Depreciation.	Dividends.	Gross income from gas and sundries.	Appreciation written up.	Depreciation.
1876	$63,530 23	.....	.....	$200 00		
1877	13,388 54	.....	.....	492 07	$87,000 00	
1878	215,439 18	.....	.....	150,439 67		
1879	838,914 26	$42,588 69	$90,000 00	†1,840,778 75		
1880	*1,070,935 99	.....	353,742 50	1,472,149 61	.....	$26,941 70
1880	*5,816 92*	.....	.....	*7,140 14*		
1881	898,035 69	.....	712,450 00	1,710,356 12		
1881	*135,174 05*	.....	.....	*245,063 06*		
1882	742,895 87	.....	600,000 00	1,749,574 23		
1882	*238,713 59*	.....	.....	*355,780 64*		
1883	725,728 87	11,269 50	600,000 00	1,716,952 15	5,000 00	
1883	*252,912 18*	.....	.....	*373,856 72*		
1884, to Nov. 11	450,562 31	.....	450,000 00	1,196,720 67		
1884, to Nov. 11	*219,779 31*	.....	.....	*286,075 10*		
Municipal	$5,619,430 44	$53,858 19	$2,806 192 50	$9,837,663 33	$92,000 00	$26,941 70
Knickerbocker	*852,396 05*	.....	.....	*1,268,815 66*		
Municipal & Knickerbocker	$5,871,826 49	$53,858 19	$2,806,192 50	$11,106,478 99	$92,000 00	$26,941 70

* Includes $300,000 compromise of Knickerbocker suit.

† Includes $300,000 paid by N. Y. Gas-Light Co. for patent rights.

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Recapitulation.

Municipal.	Total receipts from gas		$9,537,663 33	
	Total appreciation and profits on sales of property		418,941 70	
			$9,956,605 03	
	Total expenses	$4,719,430 44		
	Total depreciations, etc	353,858 19		
	Total dividends paid	2,806,192 50		
			7,879,481 13	
	Surplus profits			$2,077,123 90
			$1,268,813 66	
Knickerbocker.	Total receipts		*852,396 05*	
	Total expenses			
	Surplus profits			*416,419 61*
	Total surplus			$2,493,543 51
	Total depreciations written off from this account			$804,107 74
	Appreciations or depreciations written back November 11, 1884			804,107 74

NOTE.—The figures in italics refer to the Knickerbocker Company

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D—MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

Dr. *Particulars of Sale to the Consolidated Gas-Light Company, November* 11, 1884.

1884, Nov. 11:		
To sundry consumers account	.....	$196,233 24
To gas production:		
coal	$9,418 50	
wood	968 75	
naphtha	3,327 08	
lime	350 46	
oils, waste, etc..	178 95	
gas in holder....	2,620 00	
gas not indexed.	7,129 12	
		23,992 86
To pipe and specials acct., materials on hand	.....	14,747 11
To gas stove account, stoves on hand....	.....	217 89
To expense acct., supplies on hand....	$1,180 28	
To water rates to May 1, 1885	120 89	
		1,301 17
To repairs to works acct. materials on hand	.....	3,501 17

1884, Nov. 11:		
By indebtedness, assumed, mortgage bonds outstanding	$291,000 00	
Accrued interest on same	565 83	
		$291,565 83
By Augustus Taber & Wm. T. Waring, trustees, bond and mortgage	$2,000 00	
By accrued interest..	3 34	
		2,003 34
By Peter Cooper con.	.....	35,000 00
By taxes and assessments, personal ..	$42,262 02	
on dividends....	15,000 00	
		57,262 02
By rent account, rents accrued and rec'vd in advance	.....	40 00
By sundry creditors account for accrued rents	.....	249 99

To insurance account, unearned premiums on policies in force.	.....	1,574 18
To tools and implements account	.....	62 52
To rents acct., rents paid in advance...	.....	56 67
To gas service acct., services placed after June 30, 1884..	$2,172 00	
To pipe and fittings for services	1,408 05	
Cocks and connections	977 39	
		4,557 44
To Forty-fourth st. construction acct..	.....	5,125 00
To gas meter account, meters set after J'ne 30,'84,and on hand.	.....	5,126 13
To distribution acct., for burners, etc...	.....	344 03
To horses, wagons and harness	.....	740 00
To real estate.....	889,000 00	
To bulkheads, piers and water rights..	200,000 00	
		1,089,000 00
To plant account....$1,804,000 00		
To laboratory	6,000 00	
		1,810,000 00

By consumers' deposit account for receipts outstanding	.....	14,808 32
By interest account, for accrued interest on deposit, receipts estimated	.....	1,480 83
By cash on account..	$50,000 00	
By cash on account..	130,000 00	
By cash on account..	56,565 72	
		236,565 72
By stock of Consolidated Gas-light Co.	.....	6,600,000 00
By amount of indebtedness assumed, account K. G. L. Co. taxes account, State tax on capital....	.....	*225 00*
By interest account..	.....	*1,395 59*
By consumers' deposits, balance of account	.....	*13,955 89*
Bonds outstanding...	*$687,000 00*	
Unpaid interest on same to Nov. 11...	*18,320 00*	
		705,320 00
Bills payable outstanding	*$450,000 00*	
Unpaid interest on same	*4,375 00*	
		454,375 00

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D—MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

Dr. Particulars of Sale to the Consolidated Gas-Light Company, November 11, 1884—(Continued). *Cr.*

To mains account....	.....	$749,000 00
To meters account...	.....	158,000 00
To services account..	.....	103,000 00
To office furniture...	.....	16,000 00
To patent rights, franchises, etc.....	.....	1,175,900 00
To sundry consumers account	.....	*40,943 44*
To gas production:		
coal	*$510 30*	
wood	*543 75*	
naphtha	*1,274 80*	
lime	*700 02*	
bone black	*2,074 98*	
coke	*6 75*	
oils, waste, etc..	*208 72*	
turps	*348 00*	
gas in holders...	*814 00*	
gas not indexed.	*911 72*	
		10,393 04
To pipe and specials..	.....	*20,007 51*
To gas stove account, stoves on hand..	.....	*120 41*

By balance	.....	$30,000 00
Total Municipal Co..	.....	$7,268,976 05
Total Knickerb'krCo.	.....	*1,175,271 48*
		$8,444,247 53

66666

To expense account:		
supplies on hand.	$442 99	
water rates	85 95	
		528 94
To repairs to works acct., materials on hand	.....	1,241 53
To insurance account.	.....	616 59
To tools and implements not included in plant	.....	1,025 65
To service acct., services laid since June 30	$2,765 00	
To pipe and fittings on hand	13 12	
Cocks and connections	4,220 53	
		6,998 65
To street mains laid since June 30.....	.....	2,139 10
To rent account, rents paid in advance...	.....	79 99
To construction acct., new works account, amount not included in plant....	.....	937 20

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D—MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

Dr. Particulars of Sale to the Consolidated Gas-Light Company, November 11, 1884—(Continued). *Cr.*

1884 Nov. 11:		
To real estate.....	*$480,000 00*	
To bulkheads, piers and water rights..	*115,000 00*	
		$595,000 00
To plant account, new works account	$980,000 00	
To laboratory	*1,000 00*	
		981,000 00
To mains account...	.....	*744,000 00*
To meters account...	.....	*69,000 00*
To services account..	.....	*81,000 00*
To office furniture...	.....	*2,000 00*
To patent rights, franchises, etc.....	.....	*528,000 00*
Total Municipal Company	.....	$5,357,579 41
Total Knickerbocker Co	.....	*3,086,668 12*
	.....	$8,444,247 53

NOTE.—The figures in italics refer to the Knickerbocker Company.

Summary.

	State of acct. prior to credit of appreciation.	Appreciation written up.	Sold for.
To sundries.....	$344,247 53	.....	$344,247 53
To real estate.....	561,462 83	$807,537 17	1,369,000 00
To bulkhead, piers and water rights.	.....	315,000 00	315,000 00
To plant account, laboratory	1,694,971 48	1,096,028 52	2,791,000 00
To mains acct. meter and services.	923,865 03	980,134 97	1,904,000 00
To office furniture.	7,880 72	10,119 28	18,000 00
To patent right, franchises, etc...	904,197 80	798,802 20	1,703,000 00
	$4,436,625 39	$4,007,622 14	$8,444,247 53

By stock of the Consolidated Gas-light Co....	$6,600,000 00
By liabilities, bonds and accrued interest assumed by the Consolidated Co...	1,488,264 17
By other liabilities assumed by Consolidated Co.....	89,417 64
By cash paid.....	236,565 72
By balance remaining unsettled by the Consolidated Gas-light Co.....	30,000 00
	$8,444,247 53

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D — MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

Capital Investments.

YEAR.	Real estate.	Patent.	Gas works.	Mains, meters, services	Horses, wagons, tools, etc.	Offices.	Totals.
1876	.....	$150,000 00	$308,522 18	$90,550 85	.....	$211 47	$549,284 50
1877	$489,948 81	350,000 00	793,115 24	470,745 34	$3,293 79	2,211 84	2,109,315 02
1878	498,996 56	350,000 00	1,144,944 34	636,182 05	17,948 68	5,086 11	2,653,157 74
1879	546,412 53	600,000 00	1,140,852 13	800,481 73	9,310 19	3,520 74	3,100,577 32
1880	551,412 53	600,000 00	1,557,165 21	823,752 59	18,663 79	3,987 49	3,554,981 61
			451,021 03	*59,943 57*	*1,442 55*	*686 81*	*513,093 96*
1881	553,225 67	480,000 00	1,341,199 07	708,007 17	17,142 69	8,732 83	3,103,307 43
			458,900 95	*73,555 33*	*2,943 15*	*686 81*	*536,086 24*
1882	553,557 83	703,429 79	1,406,010 81	695,444 09	14,370 86	3,193 05	3,316,006 43
			460,571 46	*92,711 76*	*4,099 48*	*816 39*	*558,200 99*
1885	553,457 83	600,000 00	1,413,252 29	656,678 64	19,489 05	3,293 45	3,246,171 26
			482,445 28	*122,405 53*	*5,577 52*	*874 62*	*611,302 95*
1884	561,463 83	904,197 80	1,666,187 62	923,865 03	28,483 86	7,880 72	4,092,377 86
			660,842 70	*143,372 17*	*4,991 12*	*1,275 16*	*810,481 15*

NOTE.—The figures in italics refer to the Knickerbocker Co.

D — MUNICIPAL AND KNICKERBOCKER GAS-LIGHT COMPANIES.

Current Capital and Surplus.

YEARS.	Capital [illegible]	SURPLUS.				Total capital stock and surplus	Deduct loans receivable.	Net totals.	Average.
		Municipal.	Knicker-bocker.	Bonds and bills payable.	Total.				
1876	$493,500 00	.....	.....	*$68,508 58	$68,508 58	$562,008 58	....	$562,008 58	
1877	1,400,500 00	.....	.....	380,650 00					
		.....	.....	*310,242 20	690,892 20	2,091,392 20	.....	2,091,392 20	
1878	1,500,000 00	.....	.....	649,071 43					
		.....	.....	*291,655 42	940,726 85	2,440,726 85	....	2,440,726 85	
1879	2,000,000 00	$815,049 59	.....	768,843 67	1,583,893 26	3,583,893 26	$50,000 00	3,533,893 26	
1880	2,849,800 00	889,462 41	*$1,323 22*	763,107 53	1,653,893 16	4,504,693 16	102,206 50	4,401,486 65	
1881	2,849,800 00	989,622 84	*112,112 23*	758,258 92	1,859,993 99	4,709,793 99	60,518 34	4,649,275 65	
1882	3,000,000 00	1,396,011 76	*229,178 28*	757,639 45	2,382,830 49	5,382,830 49	123,350 00	5,259,480 49	
1883	3,000,000 00	1,780,965 54	*350,123 82*	789,311 66	2,920,401 02	5,920,401 02	250,906 58	5,669,494 44	
To November 10, 1884	3,000,000 00	2,077,123 90	*416 419 61*	....	2,493,543 51	5,493,543 51	510,806 59	4,982,736 92	
								$33,396,495 05	$3,791,453 90

*These are bills payable.

NOTE— Italic figures are for Knickerbocker Gas-Light Company.

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D — MUNICIPAL GAS-LIGHT COMPANY.

Dividend Account.

YEAR.	Increase of capital.	Total capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at ten per cent on paid-up capital.	Amount in excess of ten per cent on paid-up capital.	Deficiency below ten per cent.
1876 (6 months)	$493,500 00	$493,500 00	.....	.....	$24,675 00	.....	$24,675 00
1877.....	913,000 00	1,406,500 00	.....	.....	140,650 00	.....	140,650 00
1878.....	93,500 00	1,500,000 00	.....	.....	150,000 00	.....	150,000 00
1879.....	500,000 00	2,000,000 00	$90,000 00	$450 00	200,000 00	.....	110,000 00
1880.....	849,800 00	2,849,800 00	353,742 50	12,413 00	284,980 00	$68,762 50	.....
1881.....	.....	2,849,800 00	712,450 00	25 00	284,980 00	427,470 00	.....
1882.....	150,200 00	3,000,000 00	600,000 00	20 00	300,000 00	300,000 00	.....
1883.....	.....	3,000,000 00	600,000 00	20 00	300,000 00	300,000 00	.....
1884 (10 months) ...	.....	3,000,000 00	450,000 00	18 00	250,000 00	200,000 00	.....
	$3,000,000 00		$2,806,192 50	.....	.....	$1,296,232 50	.....
Less amount at ten per cent per annum on paid-up capital.			1,935,285 00	Less deficiency below ten per cent per annum on paid-up capital.....		425,325 00	
Net excess of dividends over ten per cent per annum.			$870,907 50			$870,907 50	

E—HARLEM GAS-LIGHT COMPANY.

Capital account.

Year.	How paid in.				Total to date.
	Cash.	For construction.	Appreciation on properties and plant.	Scrip dividends.	
1856	$85,000 00	.....	.....	.....	$85,000 00
1857	33,725 00	$125,000 00	.....	.....	243,725 00
1858	29,875 00	25,950 00	.....	.....	299,550 00
1859	450 00	.....	.....	.....	300,000 00
1860	47,900 00	.....	.....	.....	347,900 00
1862	50,950 00	.....	.....	.....	398,850 00
1863	1,150 00	.....	.....	.....	400,000 00
1864	120,000 00	.....	.....	$80,000 00	600,000 00
1866	199,750 00	.....	$200,000 00	.....	999,750 00
1867	250 00	.....	.....	.....	1,000,000 00
1869	250,000 00	.....	.....	.....	1,250,000 00
1871	250,000 00	.....	.....	.....	1,500,000 00
1872	299,600 00	.....	.....	.....	1,799,600 00
1873	400 00	.....	.....	.....	1,800,000 00
1884	200,000 00	.....	.....	.....	2,000,000 00
	$1,569,050 00	$150,950 00	$200,000 00	$80,000 00	

1873

8344

E—HARLEM GAS-LIGHT COMPANY.

Dr. Analysis of Profit and Loss Account from July 1st, 1857, to Nov. 11th, 1884—(Continued). Cr.

Year.	Total cost of gas, interest and sundries.	Depreciation.	Dividends.	Gross income from gas, interest and sundries.	Appreciation written up
1867	$225,006 85	.....	$99,987 50	$349,445 82	.....
1868	227,996 87	.....	100,000 00	447,745 31	.....
1869	265,111 16	.....	162,500 00	331,163 79	.....
1870	293,712 56	.....	125,000 00	333,477 01	.....
1871	291,059 59	.....	137,500 00	509,859 73	.....
	$1,302,887 03	.....	$624,987 50	$1,971,691 66	.....
1872	$349,493 53	.....	$225,000 00	$295,213 12	.....
1873	335,447 97	.....	144,000 00	750,248 03	.....
1874	251,787 52	.....	144,000 00	453,766 51	.....
1875	302,605 71	.....	144,000 00	441,454 23	.....
1876	257,334 26	.....	144,000 00	408,582 85	.....
	$1,496,668 99	.....	$801,000 00	$2,349,264 74	.....

1877	$223,442 76	.....	$135,000 00	$344,858 31	.....
1878	262,511 89	.....	54,000 00	318,621 49	.....
1879	257,122 91	.....	.....	310,881 98	.....
1880	283,524 58	.....	.....	315,554 38	.....
1881	317,140 97	.....	.....	421,127 52	.....
	$1,343,743 11	.....	$189,000 00	$1,711,043 68	.....
1882	$349,613 46	$175,898 70	$54,000 00	$462,394 92	.....
1883	415,401 99	.....	108,000 00	538,372 13	.....
1884	432,882 53	112,454 89	146,000 00	600,553 24	$1,176 23
	$1,197,897 98	$288,353 59	$308,000 00	$1,601,320 29	$1,176 23

E — HARLEM GAS-LIGHT COMPANY.

Dr. *Summary.* *Cr.*

FIVE YEARS, ENDING DECEMBER 31.	Total cost of gas, interest and sundries.	Depreciation.	Dividends.	Total.	Gross income from gas, interest and sundries.	Appreciation written up.	Totals.
1861	$231,169 06	.....	$73,910 75	$305,079 81	$365,226 69	.....	$365,226 69
1866	777,385 24	.....	333,019 00	1,110,404 24	968,522 46	.....	968,522 46
1871	1,302,887 03	.....	624,987 50	1,927,874 53	1,971,691 66	.....	1,971,691 66
1876	1,496,668 99	.....	801,000 00	2,297,668 99	2,349,264 74	.....	2,349,264 74
1881	1,343,743 11	.....	189,000 00	1,532,743 11	1,711,043 68	.....	1,711,043 68
To Nov. 11, 1884	1,197,897 98	$288,353 59	308,000 00	1,794,251 57	1,601,320 29	$1,176 23	1,602,496 52
	$6,349,751 41	$288,353 59	$2,329,917 25	$8,968,022 25	$8,967,069 52	$1,176 23	$8,968,245 75
Balance				223 50			
				$8,968,245 75			$8,968,245 75

D VERTICAL IN BOOK

E—HARLEM GAS-LIGHT COMPANY.

Resume.

Dr			*Cr.*		
To total cost of gas..	$6,020,134 82		By gross income from gas	$8,950,715 22	
interest	183,648 73		interest	14,710 81	
sundries	145,967 86		sundries	1,643 49	
		$6,349,751 41			$8,967,069 52
depreciation		288,353 59	appreciation		1,176 23
dividends		2,329,917 25			
balance		223 50			
		$8,968,245 75			$8,968,245 75

E—HARLEM GAS-LIGHT COMPANY.

Dr. *Particulars of sale to Consolidated Gas-Light Company, November 11, 1884.* *Cr.*

PARTICULARS.	State of account prior to Cr. of appreciation.	Amount of appreciation.	Sold for.	PARTICULARS.		Amount.
To real estate	$158,899 81	$445,100 19	$604,000 00	By cash of contra, acct. of returns Nov. 11 and 12, and sundry pay rolls		$5,244 41
To buildings, retorts, bulkhead and plant	557,418 10	370,917 16	928,335 26	By interest		283 79
To mains and services	403,773 75	442,366 07	846,139 82	By liabilities assumed:		
To meters	123,895 31	*2,649 44	121,245 87	interest on bonds	$326 03	
To customers	76,617 91		76,617 91	interest on deposits	2,292 20	
To franchise, rights and privileges		469,082 54	469,082 54	balance of deposits	22,922 60	
To office building		50,000 00	50,000 00	balance of cancelled deposits	740 00	
To office furniture		5,000 00	5,000 00	taxes 1884, city	28,170 63	
To laboratory		2,000 00	2,000 00	taxes 1884, State	2,850 00	
To coal	45,270 84		45,270 84	due to T. F. Rowland	28,795 00	
To tools	1,600 21		1,600 21			86,095 86
To stationery	500 00		500 00	By 49th dividend		32,000 00
To stores and materials	5,935 42		5,935 42	By State tax on dividend		800 00
To water rates	84 53		84 53	By stock purchase to equalize		60 00
To coke	1,795 00		1,795 00	By cash:		
To gas on hand	787 17		787 17	payment on account Consolidated Gas Co. stock		44,221 87
To lighting and setting lamps, Nov. 1 to 10	3,731 67		3,731 67			3,000,000 00
To cash:						
advance of contra	5,244 41		5,244 41			
transf. of cash assets	1,335 28		1,335 28			
		$1,784,465 96				
* Less depreciation		2,649 44				
	$1,386,889 41	$1,811,816 52	$3,168,705 93			$3,168,705 93

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D VERTICAL IN BOOK

E—HARLEM GAS-LIGHT COMPANY.

Capital Investments

Year.	Real estate.	Mains and service pipes.	Meters.	Buildings and retorts, general construction new stables.	Totals.
1855	$63,000 00	.....	.....	.....	$63,000 00
1856	.....	.....	.....	$15,637 22	15,637 22
1857	410 00	$9,329 31	$881 21	136,596 20	147,216 72
1858	1,000 00	36,122 70	1,127 25	8,113 42	46,363 37
1859	2,562 50	18,520 58	2,380 16	10,118 72	33,581 96
1860	.....	15,904 21	1,585 40	12,284 02	29,773 63
1861	.....	8,797 72	4,826 68	57,838 34	71,462 74
1862	.....	6,364 93	2,770 66	7,673 34	16,808 93
1863	2,041 25	8,614 61	2,333 17	8,645 73	21,634 76
1864	.....	5.233 23	3.226 87	7,239 34	15,699 44
1865	.....	8,537 62	3,189 13	8,722 47	20,449 22
1866	4,200 00	24,170 96	3,936 98	3,420 21	35,728 15
1867	3,440 00	19,430 49	5,209 55	17,560 24	45,640 28
1868	23,096 06	23,154 61	3,688 36	17,230 19	67,169 22
1869	5,650 00	13,274 40	4,514 21	18,401 72	41,840 33
1870	7,590 00	18,235 37	4,089 67	39,582 95	69,407 99
1871	27,000 00	24,701 05	4,445 85	91,979 65	148,126 55
1872	.....	56,060 63	4,009 04	15,650 64	75,720 31
1873	9,000 00	9,620 14	3,278 03	22,938 72	44,836 89
1874	.....	14,823 17	1,869 06	37,715 51	54,407 74

1881

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E—HARLEM GAS-LIGHT COMPANY.

Capital Investments—(Continued).

Year.	Real estate.	Mains and service pipes.	Meters.	Buildings and retorts, general construction new stables.	Totals.
1875	.....	$15,832 28	$1,594 15	$190 94	$17,617 37
1876	$7,120 00	4,391 81	1,103 48	5,764 90	18,380 19
1877	2,880 00	2,489 14	603 56	1,580 39	7,553 09
1878	.....	3,896 06	1,980 00	22 65	5,898 71
1879	.....	3,377 32	6,627 77	56 26	10,061 35
1880	.....	10,855 76	6,149 14	1,264 13	18,269 03
1881	.....	4,876 91	13,353 37	24 52	18,254 80
1882	.....	10,821 32	10,995 02	7,566 80	29,383 14
1883	.....	10,902 78	.....	27 38	10,930 16
1884, to Nov. 10	.....	15,434 64	24,127 54	15,648 97	55,211 15
		Recapitulation.			
1855	$63,000 00	.....	.....	.....	$63,000 00
1860	3,972 50	$79,876 80	$5,794 02	$182,749 58	272,572 90
1865	2,041 25	37,548 11	16,346 51	90,119 22	146,055 09
1870	43,886 06	98,265 83	21,438 77	96,195 31	259,785 97
1875	36,000 00	121,037 27	15,196 13	168,475 46	340,708 86
1880	10,000 00	25,010 09	16,463 95	8,688 33	60,162 37
1884, to Nov. 10	.....	42,035 65	48,475 93	23,267 07	113,779 25
	$158,899 81	$403,773 75	$123,895 31	$569,495 57	$1,256,064 44

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E—HARLEM GAS-LIGHT COMPANY.

Current Capital Account and Surplus Profits.

Years ending December 31.	Description.	Amount.	Total capital.	Average capital for five years.
1856	Capital	$85,000 00	$85,000 00	
	Profit and loss	.....		
1857	Capital	243,725 00	254,081 84	
	Profit and loss	10,356 84		
1858	Capital	299,550 00	315,216 09	
	Profit and loss	15,666 09		
1859	Capital	300,000 00	329,781 78	
	Profit and loss	29,781 78		
1860	Capital	347,900 00	393,164 00	
	Profit and loss	45,264 00		
1861	Capital	347,900 00	408,046 88	
	Profit and loss	60,146 88		
			$1,785,290 59	*$297,548 43

* Six years.

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D VERTICAL IN BOOK

E—HARLEM GAS-LIGHT COMPANY.

Current Capital Account and Surplus Profits—(Continued).

Years ending December 31.	Description.	Amount.	Total capital.	Average capital for five years.
1862	Capital	$395,500 00		
	Profit and loss	78,195 40	$473,695 40	
1863	Capital	400,000 00		
	Profit and loss.....Dr.	5,634 36	394,365 64	
1864	Capital	600,000 00		
	Profit and loss.....Dr.	1,398 89	598,601 11	
1865	Capital	600,000 00		
	Profit and loss	39,723 31	639,723 31	
1866	Capital	999,750 00		
	Profit and loss.....Dr.	81,734 90	918,015 10	
			$3,024,400 56	$604,880 11

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1867	Capital		1,000,000 00	$945,426 57	
	Profit and loss	Dr.	54,573 43		
1868	Capital		1,000,000 00	1,062,465 01	
	Profit and loss		62,465 01		
1869	Capital		1,250,000 00	1,216,017 64	
	Profit and loss	Dr.	33,982 36		
1870	Capital		1,250,000 00	1,144,377 93	
	Profit and loss	Dr.	105,622 07		
1871	Capital		1,500,000 00	1,462,082 23	
	Profit and loss	Dr.	37,917 77		
				$5,830,369 38	$1,166,073 87
1872	Capital		1,799,600 00	$1,624,816 73	
	Profit and loss	Dr.	174,783 27		
1873	Capital		1,800,000 00	1,755,650 90	
	Profit and loss	Dr.	44,349 10		
1874	Capital		1,800,000 00	1,811,580 87	
	Profit and loss		11,580 87		
1875	Capital		1,800,000 00	1,806,429 39	
	Profit and loss		6,429 39		
1876	Capital		1,950,000 00	1,963,677 98	
	Profit and loss		13,677 98		
				$8,962,155 87	$1,792,431 17

VERTICAL IN BOOK

E—HARLEM GAS-LIGHT COMPANY.

Current Capital Account and Sundry Profits.—(Continued)

Year ending December 31.	Description.	Amount.	Total capital.	Average capital for five years.
1877	Capital	$1,950,000 00	$1,950,093 53	
	Profit and loss	93 53		
1878	Capital	1,950,000 00	1,952,203 13	
	Profit and loss	2,203 13		
1879	Capital	1,970,000 00	2,025,962 20	
	Profit and loss	55,962 20		
1880	Capital	1,970,000 00	2,057,992 00	
	Profit and loss	87,992 00		
1881	Capital	1,970,000 00	2,161,978 55	
	Profit and loss	191,978 55		
			$10,148,229 41	$2,029,645 88
1882	Capital	$1,970,000 00	$2,044,861 31	
	Profit and loss	74,861 31		
1883	Capital	1,970,000 00	2,059,831 45	
	Profit and loss	89,831 45		
To November 10, 1884	Capital	2,170,000 00	2,170,223 50	
	Profit and loss	223 50		
			$6,274,916 26	$2,193,174 62

E—HARLEM GAS-LIGHT COMPANY.

Dividend Account.

YEAR.	Increase of capital.	Total capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at 10 per cent on paid-up capital.	Amount in excess of 10 per cent.	Deficiency below 10 per cent.
1856	$85,000 00	$85,000 00	.....	.....	$8,500 00	....	$8,500 00
1857	*158,725 00	243,725 00	.....	.....	24,372 50	....	24,372 50
1858	†55,825 00	299,550 00	$18,057 75	6.08	29,955 00	....	11,897 25
1859	450 00	300,000 00	21,000 00	7	30,000 00	....	9,000 00
1860	47,900 00	347,900 00	22,376 50	6.52	34,790 00	....	12,113 50
1861	.....	347,900 00	24,353 00	7	34,790 00	....	10,437 00
1862	47,600 00	395,500 00	27,842 50	7.05	39,885 00	....	12,042 50
1863	4,500 00	400,000 00	28,000 00	7	40,000 00	....	12,000 00
1864	‡200,000 00	600,000 00	‡115,000 00	19.17	60,000 00	$55,000 00	.....
1865	.....	600,000 00	42,000 00	7	60,000 00	....	18,000 00
1866	§399,750 00	999,750 00	137,987 50	15.80	99,975 00	58,012 50	.....
1867	250 00	1,000,000 00	100,000 00	10	100,000 00	....	.....
1868	.....	1,000,000 00	100,000 00	10	100,000 00	....	....
1869	250,000 00	1,250,000 00	175,000 00	14	125,000 00	50,000 00	.....
1870	.....	1,250,000 00	125,000 00	10	125,000 00	....	.....
1871	250,000 00	1,500,000 00	150,000 00	10	150,000 00	....	.....
1872	299,600 00	1,799,600 00	222,000 00	12.33	179,960 00	42,040 00	.....
1873	400 00	1,800,000 00	144,000 00	8	180,000 00	....	36,000 00
1874	.....	1,800,000 00	144,000 00	8	180,000 00	....	36,000 00
1875	.....	1,800,000 00	144,000 00	8	180,000 00	....	36,000 00
1876	.....	1,800,000 00	144,000 00	8	180,000 00	....	36,000 00
1877	.....	1,800,000 00	117,000 00	6.5	180,000 00	....	63,000 00
1878	.....	1,800,000 00	.....	.....	180,000 00	....	180,000 00
1879	.....	1,800,000 00	.....	.....	180,000 00	....	180,000 00
1880	.....	1,800,000 00	....	.....	180,000 00	....	180,000 00
1881	.....	1,800,000 00	.....	.....	180,000 00	....	180,000 00

* Includes $125,000 on account of construction.
† Includes $25,950 on account of construction.
‡ $80,000 scrip, fully paid.
§ $200,000 on account of appreciation estimated upon plant and issued as per resolution of board.

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8358

E—HARLEM GAS-LIGHT COMPANY.

Dividend Account.—(Continued)

YEAR.	Increase of capital.	Total capital paid up.	Dividends paid.	Rate per cent per annum.	Amount at 10 per cent on paid-up capital.	Amount in excess of 10 per cent.	Deficiency below 10 per cent.
1882	.....	$1,800,000 00	$108,000 00	6	$180,000 00	.....	72,000 00
1883	.....	1,800,000 00	108,000 00	6	180,000 00	.....	72,000 00
1884, Nov. 10	200,000 00	2,000,000 00	92,000 00	3.96	200,000 00	.....	108,000 00
	$2,000,000 00		.....	.....	$3,422,227 50	.....	$1,297,862 75
Less dividends paid	.....	.....	.....	.....	2,329,917 25	.....	.....
Less amount in excess of 10 per cent per annum	.....	.....	.....	.....	.....	.....	205,052 50
Net deficiency below 10 per cent per annum on paid-up capital	.....	.....	.....	.....	$1,092,310 25	.....	$1,092,310 25

F—NEW YORK MUTUAL GAS-LIGHT COMPANY.

Balance Sheet December 31st, 1884.

Dr.			*Cr.*	
To capital account:			By cash at bank....	$26,561 17	
Capital stock issued.....		$3,500,000 00	By cash in hand....	38 85	
To first mortgage bonds:					$26,600 02
Balance unredeemed		1,296,000 00	By United States bonds	$993,984 17	
To dividends:			By Mutual Gas-light Co.'s stock	14,626 42	
Dividend payable in January 1885		87,500 00			1,008,610 59
To coupon account:			By stock on hand (general)	$2,761 53	
Accrued interest		12,960 00	By coal, coke, wood, etc....	8,635 51	
To sundry criditors....	$12,540 69		By naphtha	8,741 99	
For deposits	55,225 00		By commercial gas..	1,129 58	
For taxes	8,750 00				21,268 61
		76,515 69	By consumers' accounts	$143,158 21	
To National Park Bank.....		181,831 46	By sundry debtors...	15,000 84	
Surplus.					158,159 05
To profit and loss account, 1872 to 1883 (both inclusive)	$2,620,033 36		By real estate.....		882,550 00
For the year 1884..	509,675 04		By construction	$4,189,016 66	
		3,129,708 40	By mains and services	1,288,854 09	
			By buildings, premises and plant.....	543,202 83	
			By meters	152,808 59	
			By wells	704 19	
			By tools	12,575 67	
			By badges	165 25	
					6,187,327 28
		$8,284,515 55			$8,284,515 55

1889

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F — NEW YORK MUTUAL GAS-LIGHT COMPANY.

Dr. *Analysis of Profit and Loss Accounts, from 1872 to 1884, both inclusive.* *Cr.*

YEAR ENDING.	*General expenses.	Taxes, bad debts, interest and sundries.	Depreciation written off.	Dividends	Totals.	Net income from gas, storage, rent, wharfage and sundries.	Appreciation written up.	Totals.
1874, Jan. 1	$189,404 04	$363,565 30	†$151,500 00	.....	$704,469 34	$705,474 64	.....	$705,474 64
1875, Jan. 1	3,856 25	168,078 11	6,249 70	$125,000 00	303,184 06	621,310 01	.....	621,310 01
1876, Jan. 1	3,509 43	196,990 05	1,148 47	500,000 00	701,647 95	777,026 15	.....	777,026 15
1877, Jan. 1	.....	‡212,405 32	338,735 02	500,000 00	1,051,140 34	776,359 77	$310,061 26	1,085,421 03
1878, Jan. 1	.....	188,448 53	16,317 34	500,000 00	705,265 87	753,562 04	.....	753,562 04
1879, Jan. 1	.....	§250,771 84	3,046 38	300,000 00	553,818 22	807,026 24	13,419 39	820,445 63
1880, Jan. 1	.....	‖190,580 10	.....	150,000 00	340,580 10	642,323 94	.....	642,323 94
1881, Jan. 1	.....	**180,938 75	7,978 15	225,000 00	413,916 90	679,464 09	.....	679,464 09
1882, Jan. 1	.....	157,429 40	††25,000 00	300,000 00	482,429 40	948,121 62	.....	948,121 62
1883, Jan. 1	.....	147,273 41	.....	312,500 00	459,773 41	915,914 97	.....	915,914 97
1884, Jan. 1	.....	196,592 62	.....	350,000 00	546,592 62	938,787 45	.....	938,787 45
1885, Jan. 1	.....	206,275 22	.....	350,000 00	556,275 22	1,065,950 26	.....	1,065,950 26
	$201,769 72	$2,459,348 65	$550,475 06	$3,612,500 00	$6,824,093 43	$9,630,321 18	$323,480 65	$9,953,801 83
				Balance.....	3,129,708 40			
					$9,953,801 83			$9,953,801 83

*The figures in this column represent items of outlay paid in former years prior to sale of gas, and admit of no further analysis.

† Sundry patents written off.

‡ Includes $2,158 balance of sale of Columbia bonds, and $7,601.69 naphtha leak.

§ Includes $42,553 balance of sale of United States bonds.

‖ Includes $5,492.92 coal.

** Includes $9,506.16 coal.

†† $25,000 Wilkinson's patent written off.

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Resume.

Dr.			*Cr.*		
General expenses		$201,769 72	Net income from gas		$9,474,713 36
Taxes	$683,019 72		Storage, wharfage and pier rents	59,882 97	
Bad and doubtful debts	111,416 06		Sundries	95,724 85	
Interest	1,001,622 60				$9,630,321 18
Company's consumption, allowance, etc.	501,906 71		Appreciation written up		323,480 65
Sundries	161,383 56				$9,953,801 83
		2,459,348 65			
Depreciation written off		550,475 06			
Dividends		3,612,500 00			
Balance		3,129,708 40			
		$9,953,801 83			

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F—NEW YORK MUTUAL GAS-LIGHT COMPANY.

Real Estate Investments.

Year ending.	Vanderbilt Estate.	Novelty Estate, No. 1.	Novelty Estate, No. 2.	Total.
1871, December 31.....	$200,000 00	$185,000 00	.....	$385,000 00
1872, December 31.....	100,000 00	.....	.....	100,000 00
1874, December 31.....	.....	240,000 00	$57,500 00	297,500 00
1876, December 31.....	.....	.....	50 00	50 00
1877, December 31.....	.....	.....	100,000 00	100,000 00
	$300,000 00	$425,000 00	$157,550 00	$882,550 00

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F—NEW YORK MUTUAL GAS-LIGHT COMPANY.

Investments other than Real Estate.

DATE.	General construction.	Buildings, premises and plant.	Mains, services, materials.	Meters.	Wells.	Wages.	Totals.
1872, January 1	$2,590,856 61	$357,257 39	$1,698,670 00	.....	.....	.....	$4,646,784 00
1873, year ending January 1	33,711 62	4,901 19	428,407 31	$41,952 54	.....	$133,535 90	642,508 56
1874, January 1	259,130 21	268,843 45	192,317 12	31,791 22	.....	67,180 09	819,262 09
1875, January 1	15,461 36	3,949 76	15,016 77	16,963 15	.....	26,693 99	78,085 03
1876, January 1	250 29	193 97	42,712 52	24,381 64	.....	47,344 27	114,882 69
	$2,899,410 09	$635,145 76	$2,377,123 72	$115,088 55	.....	$274,754 25	$6,301,522 37
Less cash instalments on stock,	.....	.....	.....	.....	.....	.....	769,830 00
							$5,531,692 37
1877, January 1	$2,173 26	$189,241 63	$27,544 06	$12,154 23	.....	$24,470 48	$255,583 66
1878, January 1	19,153 48	37,817 57	20,341 84	10,202 30	.....	35,470 57	122,985 76
1879, January 1	18,003 83	11,480 10	46,276 95	12,601 84	.....	38,125 06	126,487 78
1880, January 1	3,858 06	5,802 16	12,510 00	653 60	.....	13,609 66	35,913 48
1881, January 1	957 96	18,329 16	569 77	.....	$36 87	8,338 34	28,232 10
	$44,126 59	$262,170 62	$107,242 62	$35,611 97	$36 87	$120,014 11	$569,202 78
1882, January 1	$5,685 85	$5,012 06	$368 78	.....	$176 62	$4,033 61	$15,276 92
1883, January 1	754 18	.....	12,479 79	.....	.....	8,121 96	21,355 93
1884, January 1	19,116 27	.....	487 52	$1,754 07	.....	8,638 12	29,995 98
1885, January 1	6,390 78	5,168 97	968 52	354 00	.....	6,921 03	19,803 30
	$31,947 08	$10,181 03	$14,304 61	$2,109 07	$176 62	$27,714 72	$86,432 13

F — *Summary.*

PERIOD ENDING	General construction.	Buildings, premises and plant.	Mains, services, materials.	Meters.	Wells.	Wages.	Total.
1876, January 1	$2,899,410 09	$635,145 76	$2,377,123 72	$115,088 55	.....	$274,754 25	$6,301,522 37
1881, January 1	44,126 59	262,170 62	107,242 62	35,617 97	$36 87	120,014 11	569,202 78
1885, January 1	31,947 08	10,181 03	14,304 61	2,108 07	176 62	27,714 72	86,432 13
	$2,975,483 76	$907,497 41	$2,498,670 95	$152,808 59	$213 49	$422,483 08	$6,957,157 28
Less cash instalments on stock,	.....	.....	.....	.....	.....	.....	769,830 00
							$6,187,327 28

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F—NEW YORK MUTUAL GAS-LIGHT COMPANY.

Dividend Account.

YEAR ENDING	Capital stock issued.	Actual capital paid up, issued fully paid up at fifty cts. on dol.	Dividends paid.	Rate per cent per annum on capital issued.	*Rate per cent per annum on p'd-up capital.	Amount at ten per cent paid-up capital.	Amount in excess of ten per cent.	Deficiency below ten per cent.
1875, January 1	$5,000,000	$2,500,000	$125,000	2½	5	$250,000	.....	$125,000
1876, January 1	5,000,000	2,500,000	500,000	10	20	250,000	$250,000	
1877, January 1	5,000,000	2,500,000	500,000	10	20	250,000	250,000	
1878, January 1	5,000,000	2,500,000	300,000	6	12	250,000	50,000	
1879, January 1	5,000,000	2,500,000	150,000	3	6	250,000	.....	100,000
1880, January 1	5,000,000	2,500,000	225,000	4½	9	250,000	.....	25,000
1881, January 1	5,000,000	2,500,000	300,000	6	12	250,000	50,000	
1882, January 1	5,000,000	2,500,000	312,500	‡ 6	12	187,500	81,250	
1883, January 1	†3,500,000	1,750,000		‡ 10	20	43,750		
				10	20	175,000	175,000	
1884, January 1	3,500,000	1,750,000	350,000	10	20	175,000	175,000	
1885, January 1	3,500,000	1,750,000	350,000					
			$3,612,500				$1,281,250	
Less amount at ten per cent per annum on paid-up capital	.....	.....	2,581,250					
Less deficiency below ten per cent per annum on paid-up capital....	.....	.....	.....	.....	.....	.....	250,000	
Net excess of dividends over ten per cent.....	.....	.....	$1,031,250	.....	.....	.....	$1,031,250	

* As the capital was all issued and sold at fifty per cent discount, the rate per cent of the dividends paid on actual cash paid up is as per this column.

† $1,500,000 of capital was canceled by the issue of 5-20 bonds bearing six per cent interest. ‡ Nine months on $5,000,000, three months on $3,500,000.

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G—EQUITABLE GAS-LIGHT COMPANY.

Accounts from April 26, 1883, to November 1, 1885.

Capital (created)			$3,000,000 00
stock paid in		$2,337,865 00	
bonds and mortgages		1,400,000 00	
			$3,737,865 00
Investments:			
real estate		$1,073,054 06	
gas works		1,116,127 14	
mains, meters and services		683,132 29	
horses, wagons, tools, implements, office furniture, etc		9,536 61	
patent rights		500,000 00	
			$3,381,850 10
Cash on hand and in bank		$137,139 50	
Materials, etc., on hand		143,916 34	
Due from consumers	$75,569 06		
Less deposits	610 00		
		74,959 06	
			356,014 90
			$3,737,865 00

II — *Summary of the accounts of the constituent companies of the Consolidated Gas-light Company of New York.*

Letters of accounts.	NAME OF COMPANY.	Capital at time of consolidation.	Paid in in cash.	Paid in from surplus profits.	Issued for purchase of property	No. of years in existence.	Dividends paid.	Profit in stock on consolidation, or difference in par value of old and new stock.	Surplus assets.	Total benefits.
A.	Manhattan	$4,000,000 00	$3,280,000 00	$720,000 00	.....	54	$26,347,675 66	$7,940,000 00	.....	$34,287,675 66
B.	New York	4,000,000 00	750,000 00	3,250,000 00	.....	60	18,484,078 50	3,600,000 00	$87,258 19	22,171,336 69
C.	Metropolitan	2,500,000 00	612,700 00	.....	$1,887,300 00	24	7,573,749 36	4,000,000 00	686,988 17	12,260,737 53
D.	Municipal	3,000,000 00	2,515,300 00	25,800 00	450,000 00	9	2,806,192 50	3,600,000 00	932,843 63	7,339,036 13
	Knickerbocker			*8,000 00						
E.	Harlem	2,000,000 00	1,569,050 00	80,000 00	150,950 00	30	2,529,917 25	830,000 00	.....	3,359,917 25
				†200,000 00						
		$15,500,000 00	$8,727,050 00	$4,284,700 00	$2,488,250 00	.....	$57,741,613 27	$19,970,000 00	$1,707,089 99	$79,418,703 26

Dividends paid in cash	$53,491,613 27	
Profits, etc., transferred to capital	4,250,000 00	
		$57,741,613 27
Surplus assets divided	.....	1,707,089 99
Stock of Consolidated Company, amount issued to stockholders	$35,470,000 00	
Deduct original stock at par	15,500,000 00	
Profit on stock		19,970,000 00
		$79,418,703 26

* Expense account.
† Appreciation or increased valuation of property

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H—*Summary of the accounts of the constituent companies of the Consolidated Gas-light Co. of New York*—(Continued).

Letters of accounts.	NAME OF COMPANY.	Amount paid by Consolidated Company for property.	Cost of property.	Appreciation of profit.	Stock issued by Consolidated Co. in payment of property.	Liabilities assumed by Consolidated Co., bonds, interest, taxes, dividends, &c.	Cash paid by Consolidated Company.	Balance due by Consolidated Company unsettled.	Total.	Less assets taken over.	Balance, being amount of purchase money
A.	Manhattan ...	$11,966,461 60*	$4,872,999 49	$7,093,462 11	$11,940,000	$590,724 08	$30,016 70	.....	$12,560,740 78	$594,279 18	$11,966,461 60
B.	New York. ..	7,500,000 00	4,630,642 03	2,929,357 97	7,600,000	131,741 76	108,094 51	$1,000	7,841,436 27	281,436 27	7,560,000 00
C.	Metropolitan.	7,875,000 00	5,292,175 35	1,882,824 65	6,500,000	825,763 46	23,753 46	.....	7,349,516 92	174,516 92	7,175,000 00
D.	Municipal. ...	5,100,000 00	4,092,347 86	1,007,652 14	6,600,000	402,410 33	236,565 72	30,000	8,444,247 53	344,247 53	8,100,000 00
	Knickerbocker	3,000,000 00	810,481 15	2,189,518 85		1,175,271 48					
E.	Harlem.....	†3,025,803 49	1,243,986 97	1,781,816 52	2,840,000	289,259 65	49,466 28	... .	3,178,705 93	142,902 44 ‡10,000 00	3,025,803 49
		$37,827,265 09	$20,942,632 85	$16,884,632 24	$35,480,000	$3,415,150 76	$448,496 67	$31,000	$39,374,647 43	$1,547,382 34	$37,827,265 09

* Manhattan—The Consolidated Company assumed liabilities of the Manhattan Company to the amount of $620,740.78 (including cash paid by it), and received assets amounting to only $594,279.18, leaving a difference in favor of the Manhattan Company of $26,461.60, which is entered as an additional profit on the transfer of property, &c., over the appraised value of $11,940,000.

† Harlem—The Consolidated Company assumed liabilities of the Harlem Company to the amount of $338,705.93 (including $170,000 bonds and $49,466.28 cash paid by it), and received assets amounting to $312,902.44 only (including $170,000 consolidated stock withheld), leaving a difference of $25,803.49 in favor of the Harlem Company, which is entered as an additional profit on the transfer of the property over the appraised value of $3,000,000.

‡ Harlem—The amount of stock actually issued by the Consolidated Company was $2,840,000—$10,000 more than the original allotment, for which difference the Consolidated Company received 140 shares of the Harlem Gas-light Company stock.

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H — *Summary of the mains of the constituent companies of the Consolidated Gas-light Company of New York.*

Letters of accounts.	NAME OF COMPANY.	1½ inch.	2 inch.	3 inch.	4 inch.	5 inch.	6 inch.	8 inch.	10 inch.	12 inch.	16 inch.	18 inch.	20 inch.	24 inch.	30 inch.	Total number of feet.	Valuation.
A.	Manhattan	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	Feet.	
B.	New York	308	18,063	126,573	170,831	.....	261,664	8,649	16,000	31,221	21,396	18,171	21,644	.....	.....	675,571	$1,063,101 90
C.	Metropolitan	.....	6,729	125,555	105,147	.....	157,817	55,172	5,254	45,943	10,758	9,429	28,473	19,240	.....	617,793	943,542 45
D.	Municipal	.....	8,590	135,650	245,915	.....	198,591	51,356	25,182	21,022	.....	2,093	37,510	1,170	50	710,191	970,632 60
E.	Knickerbocker	1,275	2,544	2,051	19,250	.....	195,645	104,615	11,273	46,601	24,527	.....	8,383	8,474	8,052	460,067	742,944 70
	Harlem	.....	.....	.....	453	.....	221,252	50,667	2,809	40,999	23,627	.....	8,383	.....	14,813	361,876	558,858 37
		.....	8,332	164,439	345,179	.....	160,563	.....	8,360	32,909	1,824	.....	6,850	.....	.....	758,477	750,013 68
		1,583	42,306	846,653	886,776	17,119	1,171,720	270,549	68,668	221,145	82,252	29,693	96,359	28,934	22,915	3,516,310	$5,302,103 67

Total feet of mains, 3,516,310=666 miles 4,150 feet, or say 666¾ miles, valued at $5,302,103 67.

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APPENDIX "E."

SUMMARY STATEMENT OF THE CAPITALIZATION OF THE CONSOLIDATED COMPANY AND ITS CONSTITUENT COMPANIES AS TAKEN FROM THEIR BOOKS BY THE EXPERT.

No. 51 BROADWAY, NEW YORK, *March* 13, 1885.

To the Honorable Committee of the Senate, New York:

GENTLEMEN: In accordance with your instructions to investigate the accounts of the several gas companies in New York city, I have the honor to report as follows:

My attention has been particularly directed to the accounts of the following companies: The Manhattan Gaslight Company, the Metropolitan Gaslight Company, the New York Gaslight Company, the Harlem Gaslight Company, the Municipal Gaslight Company, the Knickerbocker Gaslight Company, the New York Mutual Gaslight Company, and as far as practicable, I have extracted therefrom the statistics as to quantities and cost of gas, the expense of distribution, profits, etc., and capital employed; the full particulars of which are fully detailed on the statements herewith (pages).

In many cases it has been possible to gather the information very fully for the period of ten years, from 1875 to 1884 inclusive, but in the cases of the Municipal and Knickerbocker only for the period while the former has been in existence, and in the latter company from the time it became amalgamated with the Municipal, and in these cases, as separate books were kept, they are shown separately.

A summarized statement for the ten years of five of the
8372 companies which have operated, is shown on pages

A summary of the operations of the various companies for the year 1883, is also shown on pages

On the 11th of November, 1884, all the companies before named excepting the New York Mutual Gaslight Company were organized under the name of the Consolidated Gaslight Company, with a capital of	$45,000,000
By reason of the Mutual not joining in the consolidation, the amount was reduced by	5,922,000
Reducing the original amount of stock to	$39,078,000
Of this there was apportioned to the various companies in payment of their plant, works, real estate, franchises, etc.	37,775,000
Reserving for working capital	$1,303,000

The following gives the details of the valuation:

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	New York.	Manhattan.	Metropolitan.	Municipal.	Knickerbocker.	Harlem.	Total.
Street, mains, valves, etc.....	$950,000	$1,083,000	$971,000	$749,000	$744,000	$720,000	$5,217,000
Meters.....	215,000	267,000	273,000	158,000	69,000	113,000	1,195,000
Services.	127,000	350,000	233,000	103,000	81,000	111,000	1,005,000
Plant.....	2,874,000	3,623,000	2,044,000	1,804,000	980,000	826,000	12,151,000
Real estate.....	1,607,000	3,563,000	1,474,000	889,000	480,000	604,000	8,617,000
Bulkheads, piers and water rights.....	250,000	425,000	300,000	200,000	115,000	100,000	1,360,000
Office buildings.....	100,000	175,000	.....	.....	.....	50,000	325,000
Office furniture.....	15,000	20,000	12,000	16,000	2,000	5,000	70,000
Laboratories, photometer rooms, etc.....	5,000	5,000	5,000	6,000	1,000	2,000	24,000
	$6,143,000	$9,611,000	$5,312,000	$3,925,000	$2,472,000	$2,531,000	$29,994,000
Rights, franchises, etc.....	1,147,000	2,329,000	1,863,000	1,175,000	528,000	469,000	7,781,000
Totals.....	$7,560,000	$11,940,000	$7,175,000	$5,100,000	$3,000,000	$3,000,000	$37,775,000

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The Consolidated company having assumed the liabilities of the several companies, the issue of stock to the various stockholders
8373 of the old companies was further reduced by the amount of such debts, and finally adjusted at $35,430,060, as follows:

Companies.	Gross value of property.	Deduction for debts.	Amount of stock to be issued.	Amended amount of stock issued per journal, fol. 21.
New York	$7,560,000	$6,600	$7,554,000	$7,560,000
Manhattan	11,940,000	.....	11,940,000	11,940,000
Metropolitan	7,175,000	688,000	6,487,000	6,500,000
Municipal	5,100,000	328,000	4,772,000	6,600,000
Knickerbocker	3,000,000	1,137,000	1,863,000	
Harlem	3,000,000	170,000	2,830,000	2,830,860
Totals	$37,775,000	$2,329,000	$35,446,000	$35,430,060

The following statement will show the capital stock of the old companies, and the value of the stock in the Consolidated company given in exchange therefor:

Companies.	Capital stock.	Capital stock in the consolidated company.	Proportion of new stock to old stock.
New York	$4,000,000	$7,560,000	189
Manhattan	4,000,000	11,940,000	298½
Harlem	2,000,000	2,840,000	*142
Metropolitan	2,500,000	6,500,000	260
Municipal	3,000,000	4,750,000	158⅓
Knickerbocker	1,500,000	1,850,000	123⅓
	$17,000,000	$35,440,000	

The Knickerbocker company was purchased by the Municipal Company in 1880, which assumed its assets and liabilities, and although the works of each appear to have been since carried on separately, and distinct accounts kept, the books of the Consolidated company show an issue of stock of $6,600,000, in satisfaction and presumed payment of the value of the combined properties.

The original stock of the Knickerbocker Company, 15,000 shares ($1,500,000), is held as follows:

8374 By Chas. G. Francklyn, Oswald Ottendorfer, Harrison E. Gawtry, Philip Allen and Henry Day, as trustees..... 14,995 shares.
And one share in each of the names of the separate trustees ..... 5 shares.
15,000 shares.

VERTICAL IN BOOK

but there are liabilities of the company on bonds of about $1,150,000.

The books of the Knickerbocker prior to 1880 not being forthcoming, I am unable to state more fully the status of the company.

The results of my examination, given upon the accompanying sheets, pages —, have been extracted from the various companies' books as the accounts are made up, with the intention of showing the cost and expense of distribution of gas, and other matters pertaining to the income and expenses of the several companies, and to conform with the amount of profits made, and either paid as dividends or accumulated to the credit of profit and loss account.

The real estate and other property, works, plant, etc., accounts as standing on the books of the companies have not yet been examined, nor can I yet report in what way or manner the investments were originally paid for. It may be said that in most cases the appraisement for the transfer of the properties to the new company in excess of these figures—independently of the franchises, $7,781,000—and pending further investigation it cannot be reported whether the various accounts have borne their proper depreciations by repairs or reserving a certain sum from revenue yearly.

The working capital employed by the various companies
8375 have been taken at the amounts standing on the books as shown on the statements, but while adopting these figures as a basis, some question may arise whether it is not excessive by reason of investments for real estate, etc., not actually required for the purposes or conduct of the business.

Respectfully submitted,

J. YALDEN.

1404a

CITY'S EXHIBIT 60.

CONSOLIDATED GAS COMPANY. *Schedule 1.* 8376

SUMMARY OF BILLS RENDERED DURING 1905.

	MANHATTAN.						THE BRONX.	
	Single Welsbach.			Miscellaneous	Open Flame.	Street Signs.	Single Welsbach.	
19 5	Lighting, etc.	Repairs.	Total.	Lighting, etc.	Lighting, etc.	Lighting, etc.	Lighting, etc.	
January	$33,475.81	$349.50	$33,825.31	$23.83	$1,068.67	$656.22	$11,812.02	
February	33,453.42	240.00	33,693.42	23.83	1,062.02	650.96	11,797.79	
March 15.....	16,170.52	371.50	16,542.02	11.53	514.48	314.06	5,724.32	
March 31.....	17,266.25	225.00	17,491.25	12.30	549.03	334.09	6,110.75	
April	33,583.17	32.50	33,615.67	23.83	938.61	(Repairs)	11,795.11	
May	34,319.16	1,881.00	36,200.16	23.83	617.24	8.00	11,766.43	
June	34,498.57	1,635.00	36,133.57	23.83	562.43		11,781.09	
July	34,630.43	1,328.50	35,958.93	23.84	531.45		11,869.94	
August	34,709.39	935.00	35,644.39	23.83	487.58		11,970.14	
September	34,722.81	853.50	35,576.31	23.83	447.60		12,096.75	
October	34,673.36	779.50	35,452.86	23.84	339.26		12,262.43	
November	34,600.43	957.00	35,557.43	23.83	310.50		12,348.75	
December	34,557.23	1,390.50	35,947.73	23.84	307.71		12,423.38	
Totals	$410,660.55	$10,978.50	$421,639.05	$285.99	$7,736.58	$1,963.33	$143,758.90	$575,383.85
Total Manhattan						$431,624.95		

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY. *Schedule I-A.*

BILLS RENDERED FOR ERECTING NEW POSTS, REPAIRS, ETC.

Single Welsbach—Manhattan.

1905.	Removing posts.	Resetting posts.	Straightening posts.	Columns refitted.	Columns releaded.	Columns recaulked.	Service pipes refitted.	Stand pipes refitted.	New posts.	Total.
January	$14.00	$96.00	$1.50	$49.00	$30.00	$8.00	$93.50	$57.50	..	$349.50
February	24.50	120.00	..	35.00	17.50	1.00	22.00	20.00	..	240.00
March 15	10.50	168.00	..	35.00	7.50	2.00	82.50	50.00	$16.00	371.50
March 31	17.50	96.00	..	24.50	7.50	2.00	55.00	22.50	..	225.00
April	10.50	8.00	..	3.50	2.50	..	..	..	8.00	32.50
May	112.00	453.00	100.50	66.50	222.50	66.00	434.50	215.00	208.00	1,881.00
June	203.00	256.00	249.00	31.50	222.50	63.00	312.50	157.50	40.00	1,635.00
July	87.50	168.00	168.00	38.50	105.00	71.00	170.50	80.00	440.00	1,328.50
August	168.00	288.00	69.00	24.50	77.50	31.00	154.00	75.00	48.00	935.00
September	140.00	160.00	69.00	31.50	77.50	19.00	132.00	72.50	152.00	853.50
October	108.50	184.00	93.00	28.00	115.00	41.00	55.00	35.00	120.00	779.50
November	112.00	232.00	67.50	31.50	70.00	19.00	203.50	117.50	104.00	957.00
December	731.50	120.00	97.50	45.50	147.50	18.00	110.00	72.50	48.00	1,390.50
Street Signs—Manhattan.										
January	..	..	..	7.00	..	..	..	..	..	7.00
March 15	..	..	..	..	..	1.00	..	..	..	1.00
Totals	$1,739.50	$2,352.00	$915.00	$451.50	$1,102.50	$342.00	$1,925.00	$975.00	$1,184.00	$10,986.50

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY, *Schedule II.*

8378

STATEMENT SHOWING ANALYSIS OF COMPANY'S BILLS AS TO NUMBER OF LAMP DAYS DURING 1905 FIGURED ON THE BASIS OF 365 DAYS TO THE YEAR.

1905.	Jan.	Feb.	Mar. 15	Mar. 31	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Manhattan.														
Lamps—Open Flame	Lamps in terms of 1 day.													
" Lit—Full month	23,126	20,804	11,100	11,840	22,230	17,515	12,090	11,811	11,191	9,600	9,300	6,480	6,696	173,783
" " —New lights														
" Relit—During mo. ...	96	40	3	16	171	63	30						14	433
	23,222	20,844	11,103	11,856	22,401	17,578	12,120	11,811	11,191	9,600	9,300	6,480	6,710	174,216
Lamps discontinued	175	166	8	16	2,837	4,202	388	344	664	261	1,947		74	11,082
Equivalent Number days 1 lamp lit	23,047	20,678	11,095	11,840	19,564	13,376	11,732	11,467	10,527	9,339	7,353	6,480	6,636	163,134
Manhattan.														
Single Welsbach.														
Lamps Lit—Full mo.....	503,316	454,664	243,165	259,472	486,546	509,764	501,090	519,405	521,575	505,380	522,102	503,550	519,994	6,050,017
" " —New lights					20	541	69	957	93	238	257	176	112	2,463
" Relit—During mo.	1,260	961	360	350	2,995	7,081	1,516	1,060	1,390	1,019	1,342	1,143	1,103	21,580
	504,576	455,625	243,525	259,822	489,555	517,386	502,675	521,422	523,058	506,637	523,701	504,869	521,209	6,074,060
Lamps discontinued	1,424	1,495	477	306	1,059	1,656	868	937	1,369	1,583	2,531	1,587	1,793	17,065
Equivalent Number days 1 lamp lit	503,152	454,130	243,048	259,516	488,516	515,730	501,807	520,485	521,689	505,054	521,170	503,282	519,416	6,056,995
Manhattan.														
Welsbach—Double & Cluster														
Equivalent Number days 1 lamp lit	372	336	180	192	360	372	360	372	372	360	372	360	372	4,380
Manhattan.														
Street signs.														
Lamps Lit—Full mo.....	14,260	12,712	6,780	7,216										40,968
" Relit—During mo. ..		89												46
" Lit—New lights	46			4										93
	14,306	12,801	6,780	7,220										41,107
Lamps discontinued.....	154	122	7	15										298
Equivalent Number days 1 lamp lit.....	14,152	12,679	6,773	7,205										40,809
The Bronx.														
Single Welsbach.														
Lamps Lit—Full mo.....	177,413	160,776	85,845	92,016	171,840	176,689	171,540	177,289	179,211	174,390	183,210	178,980	186,558	2,115,737
" Lit—New lights	224	30	16		56	307	144	934	1,082	1,526	1,937	684	188	7,148
" Relit—During mo ..	182	814	335	84	219	671	157	473	84	453	97	272	361	4,202
	177,819	161,620	86,196	92,100	172,115	177,617	171,841	178,696	180,377	176,369	185,284	179,936	187,107	2,127,087
Lamps discontinued	309	1,498	162	249	554	790	544	310	477	399	975	309	383	6,968
Equivalent Number days 1 lamp lit	177,510	160,122	86,034	91,851	171,561	176,848	171,297	178,386	179,900	175,970	184,289	179,627	186,724	2,120,119

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY. *Schedule IIIa.*

ANALYSIS OF COMPANY'S BILLS RENDERED, SHOWING DIFFERENCE RESULTING FROM COMPUTATION BY COMPANY ON BASIS OF MONTHLY AND DAILY RATES AGAINST DEPARTMENT COMPUTATION ON BASIS OF ACTUAL DAYS AT DAILY RATE. 8379

MANHATTAN—SINGLE WELSBACH.

1906.	Lamp months.		Lit full month. Factor.	Lamp days	Relit.	Lamps. Extinguished.	Part month net lamp days.	Total lamp days.		
January	16,236	x	31	503,316	1,260	1,424				
February	16,238	x	28	454,664	961	1,495				
March 15	7,844+	x	31	*243,165	360	477				
March 31	8,370+	x	31	†259,472	350	306			MEMO—Rates per lamp.	
April	16,218	x	30	486,540	3,015	1,039			Per an.	$24.75
May	16,444	x	31	509,764	7,622	1,656			Per mo.	2.06
June	16,703	x	30	501,090	1,585	868			Per diem	.067,808
July	16,755	x	31	519,405	2,017	937				
August	16,825	x	31	521,575	1,483	1,369				
September	16,846	x	30	505,380	1,257	1,583				
October	16,842	x	31	522,102	1,599	2,531				
November	16,785	x	30	503,550	1,319	1,587				
December.	16,774	x	31	519,994	1,215	1,793				
					24,043	17,065				
Department,				6,050,017			6,978	6,056,995	$410,714.04	(Bill on actual day basis.)
Company	198,880	x	365/12	6,049,267			6,939	6,056,206	410,660.55	(Bill as rendered)
" Deficit				750			39	789	53.49	Deficit in Co.'s bills.

* Equivalent to 16,211 lamps for 15 days.
† " " 16,217 " " 16 "

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY. *Schedule IIIb.*

ANALYSIS OF COMPANY'S BILLS RENDERED, SHOWING DIFFERENCE RESULTING FROM COMPUTATION BY COMPANY ON BASIS OF MONTHLY AND DAILY RATES AGAINST DEPARTMENT COMPUTATION ON BASIS OF ACTUAL DAYS AT DAILY RATE.

MANHATTAN—OPEN FLAME.

1905.	Lamp Months.		Lit full month. Factor.	Lit full month. Lamp days.	Lamps. Relit.	Lamps. Extinguished.	Part Month Net Lamp Days	Total Lamp Days.		
January	746	x	31	23,126	96	175				
February	743	x	28	20,804	40	166				
March 15	358.06+	x	31	* 11,100	3	8				
March 31	391.94—	x	31	† 11,840	16	16				
April	741	x	30	22,230	171	2,837				
May	565	x	31	17,515	63	4,202			MEMO: Rates per lamp.	
June	403	x	30	12,090	30	388			Per an.	$17.25
July	381	x	31	11,811		344			Per mo.	1.44
August	361	x	31	11,191		664			Per diem	.04726
September	320	x	30	9,600		261				
October	300	x	31	9,300		1,947				
November	216	x	30	6,480						
December	216	x	31	6,696	14	74				
					433	11,082				
Department				173,783			10,649	163,134	$7,709.76	(Bill on actual day basis)
Company	5,732	x	365 / 12	174,348			10,649	163,699	$7,736.50	(Bill as rendered)
" Excess				565				565	$26.74	Excess in Co.'s bills.

* Equivalent to 740 lamps for 15 days.
† " " 740 " " 16 "

C. F. LACOMBE,
Chief Engineer of Light and Power.

Schedule III C.

CONSOLIDATED GAS COMPANY.

MANHATTAN—STREET SIGNS.

1905.	Lamp months.	Lit Full Month. Factor.	Lamp days.	Lit Part Month. Relit.	Extinguished.	Net lamp days.	Total. lamp days.		
January	460	x 31	14,260	46	154			Memo.—Rates per Lamp.	
February	454	x 28	12,712	89	122			Per annum	$17.25
March 15.....	218.71—	x 31	**6,780		7			" month	1.44
March 31.....	232.77+	x 31	§7,216	4	15			" diem	.04726
				139	298				
Department			40,968			159	40,809	$1,928.64	(Bill on actual day basis)
Company	1,365.48	x 365 / 12	41,533			159	41,374	1,955.33	(Bill as rendered)
Company Excess.			565				565	$26.69	(Excess in Company's bill)

** Equivalent to 452 lamps for 15 days.

§ Equivalent to 451 lamps for 16 days.

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY. 8382

Schedule III. D.

MANHATTAN—WELSBACH—DOUBLE & CLUSTER.

1905

January

February

March 15

March 31

April ..... 4 Double=8 x 365 = 2,920 days @ .0637 per diem = $186.00

May ..... 1 Cluster=4 x 365 = 1,460 " " .0685 " " = 100.00

12 x 365

June

July

August

September

October

November

December

Memo.—Rates per Lamp.

Double per annum.....	$46.50	for 2 lamps	
" " month.....	3.875	" " "	
Cluster per annum.....	100.00	for 4 lamps	
" " month.....	8.33	" " "	

					4,380			$286.00	(Bill on actual day basis)
Months	96	x	365/12	@	$46.50 per annum	$186.00			
"	48	x	365/12	@	100.00 " "	99.99	285.99		(Bill as rendered by Company)
	144	x	365/12 =	4,380 days			.01		Deficit in Company's bills.

C. F. LACOMBE,
Chief Engineer of Light and Power.

CONSOLIDATED GAS COMPANY.
THE BRONX—SINGLE WELSBACH.

1905	Lamp Months.	Lit Full Month. Factor.	Lamp Days.	Lit Part Month. Relit.	Extinguished.	Net Lamp Days.	Total Lamp Days.		
January ...	5,723	x31	177,413	406	309				
February ..	5,742	x28	160,776	844	1,498				
March 15 ...	2,769.2	x31	**85,845	351	162				
" 31 ..	2,968.2	x31	§92,016	84	249				
April	5,728	x30	171,840	275	554				
May	5,699	x31	176,669	978	799				
June	5,718	x30	171,540	301	544				
July	5,719	x31	177,289	1,407	310				
August	5,781	x31	179,211	1,166	477				
September .	5,813	x30	174,390	1,979	399				
October	5,910	x31	183,210	2,054	975				
November ..	5,966	x30	178,980	956	309				
December ..	6,018	x31	186,558	549	383				
				11,350	6,968				
Department.....			2,115,737			4,382	2,120,119	$143,761.03	(Bills on actual day basis)
Company.....	69,544.4	x365/12	2,115,613			4,378	2,119,991	143,752.35	(Bills as rendered)
Company Deficit.....			*124*			*4*	*128*	*$8.68*	(*Company Deficit*)

Memo.—Rates per Lamp.
Per annum $24.75
" month 2.06
" diem ..... .067808

** Equivalent to 5,723 lamps for 15 days.
§ " " 5,751 " " 16 "

Words and figures in *Italic* were red ink in original.

C. F. LACOMBE,
Chief Engineer of Light and Power.

1404i

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CONSOLIDATED GAS COMPANY.

Schedule IV.

GAS CONSUMPTION ANALYSIS.

Statement Showing Consumption of Gas Deduced From Analysis of Bills Rendered.

Description.	Number of Lamp Days	Consumption in Hours	Consumption in Cubic Feet. 3 cu. ft. per hour	3½ cu. ft. per hr.	3.77 cu.ft. per hr.	4½ cu. ft. per hr.	*Total*
Manhattan—Single Welsbach	6,056,206	65,124,955	195,374,865	227,937,342	245,521,080		
Open Flame	163,699	1,760,325	5,280,975	6,161,137		7,921,462	
Street Signs	41,374	444,912	1,334,736	1,557,192		2,002,104	
Miscellaneous	4,380	47,100	141,300	164,850	177,567		
					245,698,647	9,923,566	255,622,213
The Bronx—Single Welsbach	2,119,991	22,797,163	68,391,489	79,790,070	85,945,304		85,945,304
							341,567,517

Constant $= \frac{3925}{365} =$ Consumption in hours for one day as per contract.

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY.

GAS COST ANALYSIS.

Statement showing Cost of Gas at 90 Cents per 1,000 Cubic Feet, as per Consumption Analysis.

	3 Cubic feet.		3½ Cubic feet.		3.77 Cubic feet.		4½ Cubic feet.	
	Consumption	Amount	Consumption	Amount	Consumption	Amount	Consumption	Amount
Manhattan—Single Welsbach	195,374,865	$175,837.38	227,937,342	$205,143.61	245,521,080	$220,968.97		
Open Flame ...	5,280,975	4,752.88	6,161,137	5,545.02			7,921,462	$7,129.31
Street Signs ...	1,334,736	1,201.26	1,557,192	1,401.47			2,002,104	1,801.89
Miscellaneous ..	141,300	127.17	164,850	148.37	177,567	159.81		
					245,698,647	$221,128.78	9,923,566	$8,931.20
The Bronx—Single Welsbach	68,391,489	61,550.34	79,790,070	71,811.06	85,945,304	77,350.77		

C. F. LACOMBE,
Chief Engineer of Light and Power.

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CONSOLIDATED GAS COMPANY.

Schedule VI.

STATEMENT SHOWING COST OF MAINTENANCE, COMPILED FROM BILLS RENDERED BY COMPANY.

	Bills Rendered.	Cost of Gas as per Analysis.	Cost of Maintenance.	Cost of Gas as per Analysis.	Cost of Maintenance.		Cost of Gas as per Analysis.	Cost of Maintenance.
		Cost of Maintenance Deduced from Company Bills and Gas Cost Statement.						
		3 cu. ft. per hour.		3½ cu. ft. per hour.				
Manhattan—Single Welsbach..	$421,639.05	$175.837.38	$245,801.67	$205,143.61	$216,495.44	(3.77 cu. ft. per hour)	$220,968.97	$200,670.08
Miscellaneous ...	285.99	127.17	158.82	148.37	137.62	(3.77 cu. ft. per hour)	159.81	126.18
Open Flame	7,736.58	4,752.88	2,983.70	5,545.02	2,191.56	(4½ cu. ft. per hour)	7,129.31	607.27
Street Signs	1,963.33	1,201.26	762.07	1,401.47	561.86	(4½ cu. ft. per hour)	1,801.89	161.44
Total, Manhattan.	$431,624.95	$181,918.69	$249,706.26	$212,238.47	$219,386.48		$230,059.98	$201,564.97
The Bronx—Single Welsbach.	143,758.90	61,552.34	82,206.56	71,811.06	71,947.84	(3.77 cu. ft. per hour)	77,350.77	66,408.13
Grand Total	$575,383.85	$243,471.03	$331,912.82	$284,049.53	$291,334.32		$307,410.75	$267,973.10

MEMO.

Manhattan—Single Welsbach	6,056,206	lamp	days	=	16,592.34	lamp	years	=	Average	number	of	lamps	for	1 year.
Double Welsbach	2,920	"	"	=	4 (double)	lamp	years	=	Average	number	of	lamps	for	1 year.
Cluster Welsbach	1,460	"	"	=	4	"	"	=	"	"	"	"	"	"
Open Flame	163,699	"	"	=	448.4	"	"	=	"	"	"	"	"	"
" " Street Signs	41,374	"	"	=	344.8	"	"	=	"	"	"	"	"	3 mos.
The Bronx—Single Welsbach	2,119,991	"	"	=	5,808.2	"	"	=	"	"	"	"	"	1 year.

N. B.—Street signs lit only during January, February and March.

C. F. LACOMBE,
Chief Engineer of Light and Power.

CITY'S EXHIBIT 62.

CONSOLIDATED GAS COMPANY OF NEW YORK.

MONTHLY RECORD OF MANUFACTURING AVERAGES AND RESULTS.

For Year 1905.

	14TH ST. STATION.		21ST ST. STATION.			42D ST. STATION.		44TH ST. STATION.				99TH ST. ST
	C. P. Station Test.	Yield in Cu. Ft. per Ton of Coal.	C. P. Station Test.	Gals. Oil per M. Cu. Ft.	Candles per Gal. Oil Used.	C. P. Station Test	Yield in Cu. Ft. per Ton of Coal.	C. P. Station. Test.	Gals. Oil per M. Cu. Ft.	Candles. per Gal. Oil Used.	C. P. City Test.	C. P. Station Test.
January	23.05	10,639	25.14	4.78	5.26	22.81	12,154	24.85	4.81	5.17	..	25.23
February	22.70	10,659	24.95	4.57	5.46	22.90	12,259	24.70	4.58	5.39	..	25.10
March	23.45	10,788	24.84	4.45	5.58	23.30	11,827	25.82	4.62	5.59	..	25.31
April	23.89	10,846	25.07	4.49	5.58	23.57	11,717	23.47	4.38	5.36	..	24.91
May	24.26	10,680	25.50	4.51	5.65	23.50	11,824	24.14	4.40	5.49	23.99	24.76
June	26.01	10,319	26.85	4.45	6.03	23.91	11,357	26.05	4.75	5.48	26.09	26.03
July	30.38	10,265	27.72	4.83	5.74	26.36	10,953	28.06	4.95	5.67	27.19	29.10
August	28.89	10,487	26.50	4.68	5.66	24.84	11,092	26.40	4.60	5.74	25.94	26.44
September	27.25	10,593	26.20	4.67	5.61	25.12	11,488	25.88	4.74	5.46	25.59	25.47
October	26.57	10,852	26.38	4.66	5.66	25.62	12,050	25.77	4.91	5.25	24.73	24.98
November	25.84	10,869	26.69	4.62	5.78	24.60	12,016	24.51	4.78	5.13	23.77	24.46
December	25.17	10,808	26.51	4.60	5.76	24.45	11,777	24.21	4.58	5.29	24.61	24.42
Average per annum..	25.62	10,650	26.03	4.61	5.65	24.25	11,710	25.32	4.67	5.42	25.24	25.52

AVERAGE COAL GAS STATIONS.	C. P. Station Test.	Yield in Cu. Ft. Ton of Coal.
14th St. Station	25.62	10,650
42nd St. Station	24.25	11,710
Average	24.93	11,180

AVERAGE WATER GAS STATIONS.	C. P. Outside Test.	C. P. Station Test.	Gals. Oil per M Cu. Ft.	Candles per Gal. Oil Used.
21st St. Station	..	26.03	4.61	5.65
44th St. Station	..	25.32	4.67	5.42
99th St. Station	25.24	25.52	4.46	5.82
Average		25.62	4.56	5.63

Average Candle-Power, Coal and Water Gas Station 25.35

5744

14041

CITY'S EXHIBIT 62.

CONSOLIDATED GAS COMPANY OF NEW YORK.

MONTHLY RECORD OF MANUFACTURING AVERAGES AND RESULTS.

8387

For Year 1905.

	14TH ST. STATION.		21ST ST. STATION.			42D ST. STATION.		44TH ST. STATION.			99TH ST. STATION.			
	C. P. Station Test.	Yield in Cu. Ft. per Ton of Coal.	C. P. Station Test.	Gals. Oil per M. Cu. Ft.	Candles per Gal. Oil Used.	C. P. Station Test	Yield in Cu. Ft. per Ton of Coal.	C. P. Station. Test.	Gals. Oil per M. Cu. Ft.	Candles. per Gal. Oil Used.	C. P. City Test.	C. P. Station Test.	Gals. Oil per M. Cu. Ft.	Candles per Gal. Oil Used.
.....	23.05	10,639	25.14	4.78	5.26	22.81	12,154	24.85	4.81	5.17	..	25.23	4.76	5.24
.....	22.70	10,659	24.95	4.57	5.46	22.90	12,259	24.70	4.58	5.39	..	25.10	4.70	5.34
.....	23.45	10,788	24.84	4.45	5.58	23.30	11,827	25.82	4.62	5.59	..	25.31	4.58	5.53
.....	23.89	10,846	25.07	4.49	5.58	23.57	11,717	23.47	4.38	5.36	..	24.91	4.38	5.69
.....	24.26	10,680	25.50	4.51	5.65	23.50	11,824	24.14	4.40	5.49	23.99	24.76	3.60	6.88
.....	26.01	10,319	26.85	4.45	6.03	23.91	11,357	26.05	4.75	5.48	26.09	26.03	3.90	6.67
.....	30.38	10,265	27.72	4.83	5.74	26.36	10,953	28.06	4.95	5.67	27.19	29.10	4.51	6.45
.....	28.89	10,487	26.50	4.68	5.66	24.84	11,092	26.40	4.60	5.74	25.94	26.44	4.40	6.01
.....	27.25	10,593	26.20	4.67	5.61	25.12	11,488	25.88	4.74	5.46	25.59	25.47	4.30	5.76
.....	26.57	10,852	26.38	4.66	5.66	25.62	12,050	25.77	4.91	5.25	24.73	24.98	4.52	5.51
.....	25.84	10,869	26.69	4.62	5.78	24.60	12,016	24.51	4.78	5.13	23.77	24.46	4.55	5.38
.....	25.17	10,808	26.51	4.60	5.76	24.45	11,777	24.21	4.58	5.29	24.61	24.42	4.58	5.33
per annum..	25.62	10,650	26.03	4.61	5.65	24.25	11,710	25.32	4.67	5.42	25.24	25.52	4.40	5.82

AVERAGE COAL GAS STATIONS.

	C. P. Station Test.	Yield in Cu. Ft. Ton of Coal.
4th St. Station.....	25.62	10,650
2nd St. Station.....	24.25	11,710
Average	24.93	11,180

AVERAGE WATER GAS STATIONS.

	C. P. Outside Test.	C. P. Station Test.	Gals. Oil per M Cu. Ft.	Candles per Gal. Oil Used.
21st St. Station.....	..	26.03	4.61	5.65
44th St. Station.....	..	25.32	4.67	5.42
99th St. Station.....	25.24	25.52	4.46	5.82
Average.....		25.62	4.56	5.63

Average Candle-Power, Coal and Water Gas Station 25.35

EXHIBITS NOT SUITABLE FOR MICRO-FILMING

8394 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, John A. Shields, Clerk of the Circuit Court of the United States of America, for the Southern District of New York, in the Second Circuit, do hereby Certify that the foregoing pages (Volume 2, Exhibits), numbered from 7682 to 8393 inclusive, contain a true and complete transcript of the record and proceedings had in said Court, in the cause entitled Consolidated Gas Company, Complainant-Appellee, against Julius M. Mayer, as Attorney General, *et al.*, Defendants-Appellants, as the same remain of record and on file in my office (Volume 2, Exhibits).

In Testimony Whereof, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, in the Second Circuit, this 15th day of May, in the year of our Lord One Thousand Nine Hundred and eight and of the Independence of the said United States the One Hundred and thirty-second.

[Seal of U. S. Circuit Court, South. Dist. New York.]

JOHN A. SHIELDS, *Clerk.*

[Endorsed:] United States Circuit Court of Appeals for the Second Circuit. —— —— *vs.* —— ——. Transcript of Record from the Circuit Court of the United States for the Southern District of New York.

8394*a* Circuit Court of the United States, Southern District of New York.

CONSOLIDATED GAS COMPANY OF NEW YORK, Complainant,

vs.

JULIUS M. MAYER, as Attorney General of the State of New York, *et al.*, Defendants.

Before Arthur H. Masten, Esq., Special Master.

S 9431.

EXHIBITS.

VOLUME III.

U. S. Circuit Court, Southern District N. Y. Filed June 24, 1907. John A. Shields, Clerk.

8394*b* EXHIBITS.

VOLUME III.

STATE'S EXHIBIT CC.

Commercial 6 ft. bat-wing lava tip Burner.

Series I. 5 Tests. X. 1. 1906.

Pressure at the burner in inches of water.	Rate of burning cubic feet per hour.	Actual power of flame.	Efficiency, candle-power per cubic feet per hour.	Candle-power for 5 cubic feet per hour.	Cost of 900 hours 32 candle light gas 80 cents.	Ditto. Gas $1.00.
0.4	4.7	20.7	4.40	22.	.80	1.00
0.6	6.4	26.6	4.16	20.8	.85	1.06
0.7	7.6	31.3	4.12	20.6	.86	1.07
0.98	9.6	33.4	3.48	17.4	1.01	1.26
1.35	12.0	31.3	2.63	13.2	1.33	1.66

Ditto Series II. 6 Tests. X 2. 1906.

0.4	4.9	21.6	4.40	22.	.80	1.00
0.6	6.9	27.6	4.00	20.0	.88	1.10
0.8	8.0	31.3	3.92	19.6	.90	1.12
1.0	9.7	33.4	3.44	17.2	1.02	1.28
1.2	10.6	33.4	3.14	15.7	1.12	1.40
1.45	12.0	33.4	2.78	13.9	1.26	1.58

STATE'S EXHIBIT DD.

Against Candles.

Ditto Series III. 4 Tests. X. 4. 1906.

Pressure at burner inches of water.	Rate of burning cubic feet per hour.	Actual power of flame	Efficiency, candle-power per cubic feet per hour.	Candle-power for 5 cubic feet per hour.	Cost of 900 hours 32 candle light gas 80 cents.	Ditto. Gas $1.00.	Flame.
0.3	3.7	14.6	3.95	19.75	.89	1.11	Wavy
0.6	5.75	21.8	3.80	19.00	.93	1.16	Steady
0.91	7.38	25.9	3.52	17.6	1.00	1.25	Flickers
1.07	7.80	25.7	3.30	16.5	1.06	1.32	Blows slightly.

5754

8395

1406

Commercial 4 ft. bat-wing lava tip Burner
Against Candles.

Series IV. 4 Tests. X. 10, 1906.

0.2	2.54	8.8	3.46	17.3	1.01	1.27
0.4	4.04	14.35	3.57	17.85	.98	1.23
0.8	7.10	22.40	3.16	15.8	1.11	1.39
1.16	8.58	26.20	3.06	15.3	1.14	1.43

STATE'S EXHIBIT EE.

Welsbach Against Argand.

Regulated for 1".54 pressure.

Series V. 3 Tests. X. 12, 1906.

Pressure at burner in inches of water.	Rate of burning cubic feet per hour.	Actual power of burner.	Efficiency, candle-power per cubic feet per hour.	
1.54	3.6	83.5	23.2	
2.00	4.13	85.2	20.6	
2.35	4.53	83.8	18.5	
	Same burner regulated? for 2".35 pressure.			
0.8	2.35	40.0	17.0	Wavy and flickering.
1.0	2.8	63.4	22.6	
1.5	3.33	86.2	25.8	
2.0	4.07	85.4	21.0	
2.35	4.67	88.5	18.9	

Series VI.

STATE'S EXHIBIT FF.

Commercial Fish Tail Burner No. 5. *Check Removed.*

Series VII. **X. 26. 1906.**

Pressure at burner inches of water.	Rate of burning cubic feet per hour.	Actual power of flame.	Efficiency, candle-power per cubic feet per hour.	Candle-power for 5 cubic feet per hour.	Cost of 300 hours at candle light gas at 80 cents.	Ditto. Gas at $1.00.	
.14	3.18	13.6	4.26	21.3	.82	1.03	
.21	3.95	14.8	3.75	18.8	.94	1.17	Blows
.62	8.55	17.?	2.03	10.2	1.73	2.16	do.
.97	9.01	18.7	2.06	10.3	1.71	2.14	do.
1.35	10.7	15.8	1.48	7.4	2.38	2.97	do.

Commercial *Fish Tail* Burner No. 5. *Checked.*

Series VIII. **X. 26/06.**

0.58	3.33	14.28	4.3	21.5	.82	1.02	
0.83	4.4	17.16	3.9	19.5	.90	1.13	
1.00	4.9	18.9	3.85	19.3	.91	1.14	
1.18	5.3	20.2	3.81	19.1	.92	1.15	
1.46	6.0	22.7	3.78	18.9	.93	1.16	
1.90	6.7	24.1	3.60	18.0	.98	1.22	

See note below.

N. B.—The pressures given in the above table are taken *behind* the check.

5756

8397

STATE'S EXHIBIT GG.

Series IX. **Bray No.7.** **Standard.**

Pressure at the burner; inches of water.	Rate of burning cubic feet per hour.	Actual power of flame.	Efficiency; candle power per cubic foot per hour.	Candle-power for 5 cubic feet per hour.	Cost of 200 hours 16 candle light, gas at 80 cents.	Ditto. Gas at $1.00.	
0.21	5.08	22.3	4.40	22.	.80	1.00	
			Batwing lava tip commercial—4 feet.				
0.5	4.6	18.4	4.00	20.	.88	1.10	
1.52	8.9	30.1	3.38	16.9	1.04	1.30	Not blowing
			Batwing lava tip commercial—6 feet.				
0.50	5.2	21.4	4.11	20.6	.86	1.08	
1.46	9.8	33.1	3.38	16.9	1.04	1.30	Blowing slightly

STATE'S EXHIBIT HH.

Series X.

Commercial 4 ft. batwing burner on compressed gas.

Pressure 3.0 to 3.5 inches water gave no light.

Pressure 7.0 to 10.0 inches water actually blew itself out.

Series XI.

Commercial 6 ft. batwing burner.

Pressure 3.0 to 4.0 inches of water gave no light.

Pressure about 12. inches of water blew itself out.

CITY'S EXHIBIT 61.

New York, February 1st. 1905.

: CITY OF NEW YORK,

TO CONSOLIDATED GAS COMPANY OF NEW YORK, DR.

licate. General Office: No. 4 Irving Place.

			DESIGNATION.				Amount.	Amount.
			"MANHATTAN."					
			To Supply of Gas Lighting Public Lamps, as per contract as follows:					
Lighting	257	Lamps	South of 23rd St.					
"	129	"	" 79th "					
"	360	"	North of 79th "					
"	746	"	From Jan. 1-31, 1905, 1 mo. @ 17.25 per annum				1,072 38	
"	3712	S. Wels.	South of 23rd St.					
"	3735	"	" 79th "					
"	8789	"	North of 79th "					
"	16236	"	From Jan. 1-31, 1905, 1 mo. @ 24.75 per annum				33,486 75	
"	4	D. Wels.	" " 1-31, " 1 " 46.50 "				15 50	
"	4	Cl. S. W.	Refuge Post—Jan. 1-31, 1905—1 mo. @ $100 per annum				8 33	
								34,582 96
Relighting	1	S. Wels.	22 St. N. S. 1 E. 11th Avenue	Jan.	1-31,	1 mo.	2 06	
"	1	"	3 St. S. S. 1 E. Avenue "B"	"	1-31,	"	2 06	
"	1	"	10 Ave. W. S. 1 S. of L. W. 12 St.	"	1-31,	"	2 06	
"	1	"	15 St. N. S. 3 E. Avenue "C"	"	3-31,	29/365	1 97	
"	1	Ord'y	N. E. C. 11 Ave. & 21st St.	"	7-31,	25/"	1 18	
"	1	S. Wels.	20th St. S. S. 4 E. 10th Ave.	"	7-31,	25/"	1 70	
"	1	"	Thomas S. S. 1 E. Church St.	"	10-31,	22/"	1 49	
"	1	"	Carlisle St. S. S. 1 E. West St.	"	10-31,	22/"	1 49	
"	1	"	Jones St. S. S. 1 E. Bleecker St.	"	11-31,	21/"	1 42	
"	1	"	South St. N. S. 2 E. Rutger St.	"	12-31,	20/"	1 36	
"	1	"	23rd St. S. S. 3 E. 8th Ave.	"	12-31,	20/"	1 36	
"	1	"	Watts St. N. S. 1 E. Hudson St.	"	12-31,	20/"	1 36	
"	1	"	Marion St. W. S. 1 N. Broome St.	"	13-31,	19/"	1 29	
"	1	"	9th Ave. W. S. 2 N. 20th St.	"	13-31,	19/"	1 29	
"	1	"	Washington Sq. S. S. 1 E. Sullivan	"	13-31,	19/"	1 29	
"	1	"	Gouverneur Lane, N. S. 1 E. Front	"	14-31,	18/"	1 22	
"	1	"	" " S. S. 1 "	"	14-31,	18/"	1 22	
"	1	"	7th St. N. S. 1 E. Avenue "D"	"	16-31,	16/"	1 08	
"	1	"	Chrystie St. W. S. 1 N. Grand St.	"	16-31,	16/"	1 08	
"	1	"	Cornelia St. S. S. 1 E. Bedford	"	18-31,	14/"	95	
"	1	"	" " " " 2 " "	"	18-31,	14/"	95	
"	1	"	Grove St. S. S. 1 E. Bedford	"	19-31,	13/"	88	
"	1	"	King St. N. S. 1 E. Greenwich	"	19-31,	13/"	88	
"	1	"	Manhattan Pl. N. S. 2 W. Elm St.	"	19-31,	13/"	88	
"	1	"	18th St. S. S. 1 E. Avenue "B"	"	19-31,	13/"	88	
"	1	"	John St. S. S. 1 E. Nassau St.	"	21-31,	11/"	75	
"	1	"	James St. Junction of New Chambers	"	24-31,	8/"	54	
"	1	"	Charlton St. N. S. 1 E. Varick St.	"	24-31,	8/"	54	
"	1	"	N. E. Cor. Downing & " "	"	27-31,	5/"	34	
"	1	"	University Pl. E. S. 1 No. 9	"	30-31	2/"	14	
"	1	"	78th. St. S. S. 2 E. Amsterdam	"	6-31,	26/"	1 76	
"	1	"	81st. St. S. S. 1 E. 2nd. Avenue	"	6-31,	26/"	1 76	
"	1	"	30th. St. N. S. 3 E. 11th. Ave.	"	9-31,	23/"	1 56	
"	1	"	B'way N. W. Cor. 69th. St.	"	11-31,	21/"	1 42	
"	1	"	" S. W. " 62nd. St.	"	11-31,	21/"	1 42	
"	1	"	73rd. St. N. S. 1 E. Col. Ave.	"	11-31,	21/"	1 42	
"	1	"	Amsterdam Ave. E. S. 1 N. 68th. St.	"	11-31,	21/"	1 42	
"	1	"	B'way S. W. Cor. 70th. St.	"	11-31,	21/"	1 42	
"	1	"	" N. W. " 61st. "	"	11-31,	21/"	1 42	
"	1	"	64th. St. N. S. 1 E. 2nd. Ave.	"	12-31,	20/"	1 36	
"	1	"	72nd. St. S. S. 2 E. Avenue "A"	"	12-31,	20/"	1 36	
"	1	"	B'way W. S. 3 N. 72nd. Street	"	12-31,	20/"	1 36	
	17039		Amount Carried Forward				53 39	34,582 96

5758

8399

Order No.			Designation.				Amount.	Amount.
	17032		Amount Brought Forward				53 39	34,582 16
Relig'ated	1	S. Wks.	38 St. S. S. 2 E. Park Ave.	Jan.	13-31,	19/365	1 29	
"	1	"	Grand Circle W. S. 3 S. 59 St.	"	13-31,	19/"	1 29	
"	1	"	" " E. S. 1 N. 59 St.	"	13-31,	19/"	1 79	
"	1	"	37 St. N. S. 1 E. 11th. Ave.	"	14-31,	18/"	1 22	
"	1	"	38 St. N. S. 1 E. 10th. "	"	14-31,	18/"	1 22	
"	1	"	53 St. S. S. 3 E. 10th. "	"	14-31,	18/"	1 22	
"	1	Ord'y	B'way N. W. Cor. 34th. St.	"	14-31,	18/"	85	
"	1	S. Wks.	53 N. S. 2 E. 11th. Avenue	"	16-31,	16/"	1 68	
"	1	Ord'y	5th. Ave. N. E/Cor. 63rd. St.	"	16-31,	16/"	76	
"	1	S. Wks.	41 St. N. S. 3 E. 1st. Ave.	"	17-31,	15/"	1 02	
9 "	1	S. Wks.	65 St. S. S. 4 E. 1st. "	"	18-31,	14/"	95	
9 "	1	"	64 St. N. S. 3 E. 1st. "	"	18-31,	14/"	95	
30 "	1	"	74 St. S. S. 1 E. Park "	"	19-31,	14/"	95	
16 "	1	"	10th. Ave. S. W. Cor. 29th. St.	"	19-31,	13/"	88	
12 "	1	Ord'y	Madison Ave. N. E. Cor. 72nd. St.	"	19-31,	13/"	61	
15 "	1	S. Wks.	24 St. N. S. 7 E. 9th. Ave.	"	19-31,	13/"	88	
13 "	1	"	Park Ave. S. E. Cor. 71st. St.	"	20-31,	12/"	81	
20 "	1	"	75th. St. N. S. 5 E. 3rd. Ave.	"	21-31,	11/"	75	
21 "	1	"	61st. St. N. S. 4 E. " "	"	21-31,	11/"	75	
23 "	1	"	66th. St. N. S. 3 E. Col. "	"	25-31,	7/"	47	
"	1	Ord'y	W. 33th. St. Dock N. S. 2 W. 12th.	"	25-31,	7/"	33	
"	1	S. Wks.	30th. St. S. S. 3 E. Madison Ave.	"	30-31,	2/"	14	
"	1	"	32nd. St. N. S. 1 E. 5th. Ave.	"	30-31,	2/"	14	
"	1	Ord'y	1st. Ave. N. W. 38th. St.	"	31-31,	1/"	05	
"	1	S. Wks.	C. P. W. W. S. 1 N. 86th. St.	"	2-31,	30/"	2 03	
"	1	"	104 St. N. S. 1 E. Madison Ave.	"	4-31,	26/"	1 76	
"	1	"	116th. St. S. S. 2 E. Pleasnt.	"	4-31,	26/"	1 76	
"	1	"	147th. St. S. S. 1 E. N. River	"	4-31,	26/"	1 76	
"	1	"	5th. Ave. S. E. Cor. 117th. St.	"	9-31,	23/"	1 56	
"	1	"	93rd. St. S. E. Cor. Amsterdam Ave.	"	13-31,	19/"	1 29	
"	1	"	92nd. St. N. S. 1 E. West End Av.	"	13-31,	19/"	1 29	
"	1	"	100th. St. N. S. 2 E. Manhattan	Jan.	"	" "	1 29	
"	1	Ord'y	Madison Ave. Bridge Opp. W. S. 4 N. 137th. St.	Jan.	16-31,	16/"	78	
"	1	S. Wks.	86 Trans. Rd. S. S. 17 E. C. P. W. #34.	"	18-31,	14/"	95	
36 "	1	"	B'way E. S. 3 N. Academy St.	"	18-31,	14/"	95	
"	1	"	St. Nicholas Ave. E. S. 6 N. 137 St.	"	20-31,	12/"	81	
"	1	"	119th. St. N. S. 4 E. 3rd. Ave.	"	27-31,	5/"	34	89 91
	17069							34,672 91
Dimont'd	1	"	W. 4 St. N. S. Opp. Jones St.	"	1-31,	1 mo.	2 05	
"	1	"	Gouveneur Lane S. S. 1 E. Front.	"	1-31,	"	2 06	
"	1	"	6th. Ave. W. S. 1 N. Washington Pl.	"	1-31,	"	2 06	
"	1	"	John St. S. S. 1 E. Nassau St.	"	1-31,	"	2 06	
"	1	"	South St. N. S. 2 E. Rutger St.	"	1-31,	"	2 06	
"	1	Ord'y	S. W. Cor. 10th. Ave. & 13th. St.	"	1-31,	"	1 44	
"	1	S. Wks.	5 St. S. S. 3 E. Avenue "C"	"	1-31,	"	2 06	
"	1	"	N. W. Cor. Suffolk & Stanton	"	1-31,	"	2 06	
"	1	"	20th. St. S. S. 4 E. 10th. Ave.	"	2-31,	30/365	2 03	
"	1	"	Wash. Sq. S. S. 1 E. Sullivan	"	3-31,	29/"	1 97	
"	1	"	22 St. S. S. 3 E. 8th. Ave.	"	3-31,	29/"	1 97	
"	1	"	McDougall W. S. 3 N. Houston	"	5-31,	27/"	1 83	
"	1	"	3 St. S. S. 1 E. Avenue "B"	"	5-31,	27/"	1 83	
"	1	"	Marion W. S. 1 N. Broome	"	6-31,	26/"	1 76	
"	1	"	Manhattan Pl. N. S. 2 W. Elm St.	"	7-31,	25/"	1 70	
"	1	"	Watts St. N. S. 1 E. Hudson St.	"	8-31,	24/"	1 63	
"	1	"	18 St. S. S. 1 E. Avenue "B"	"	9-31,	23/"	1 56	
"	1	"	15th. St. N. S. 3 E. Ave. "C"	"	13-31,	19/"	1 29	
"	1	"	N. E. Cor. Varick & Downing Sts.	"	16-31,	16/"	1 08	
"	1	"	6 St. N. S. 2 E. Avenue "C"	"	22-31,	10/"	68	
"	1	"	64th. St. N. S. 3 E. 1st. Ave.	"	5-31,	27/"	1 83	
"	1	"	53rd. St. N. S. 2 E. 11th. Avenue.	"	5-31,	27/"	1 83	
"	1	"	B'way S. W. C. 70th. St.	"	5-31,	27/"	1 83	
"	1	"	" W. S. 3 N. 72nd. Street	"	5-31,	27/"	1 83	
	17045		Amount Carried Forward				42 51	34,673 7

5759 8400

MANHATTAN.

			DESIGNATION.				Amount.	Amount.
17045			Amount Brought Forward				42 51	34,872 80
Discont'd	1	S. Wks.	56 St. N. S. 3 E. 10th. Ave	Jan.	5-31,	27/385	1 83	
"	1	"	Amsterdam Ave. E. S. 1 N. 68 St	"	6-31,	26/"	1 76	
"	1	"	S. E. Cor. 71st. St. & Park Ave	"	6-31,	26/"	1 76	
"	1	"	Grand Circle E. S. 1 N. 59th. St	"	7-31,	25/"	1 70	
"	1	"	37th. St. N. S. 1 E. 11th. Avenue	"	7-31,	25/"	1 70	
"	1	"	B'way N. W. Cor. 61st. St	"	7-31,	25/"	1 70	
"	1	Ord'y	N. E. Cor. 72 St. & Madison	"	7-31,	25/"	1 18	
"	1	S. Wks.	31 St. S. S. 3 E. Madison Ave	"	9-31,	23/"	1 56	
"	1	"	38 St. N. S. 2 E. 8th. Avenue	"	9-31,	23/"	1 56	
"	1	"	29 St. S. W. Cor. 10th "	"	9-31,	23/"	1 56	
"	1	Ord'y	5th. Ave. N. E. Cor. 63rd St	"	11-31,	21/"	99	
"	1	S. Wks.	49 St. N. S. 1 E. 10th. Ave	"	11-31,	21/"	1 42	
"	1	"	32 St. N. S. 1 E. 5th. Ave	"	13-31,	19 "	1 29	
"	1	"	41 St. N. S. 2 E. 1st Ave	"	14-31,	18/"	1 22	
"	1	"	Lex. Ave. N. E. Cor. 24th St	"	14-31,	18/"	1 22	
"	1	"	" " W. S. 1 N. " "	"	14-31,	18/"	1 22	
"	1	"	62 St. N. S. 1 E. Madison Ave	"	14-31,	18/"	1 22	
"	1	"	29 St. N. S. 2 E. Lex. Ave	"	16-31,	16/"	1 08	
"	1	"	66 St. N. S. 3 E. Col. "	"	17-31,	15/"	1 02	
"	1	"	38 St. N. S. 2 E. 11th. Ave	"	19-31,	13/"	88	
"	1	Ord'y	Ft. W. 35 St. Dock N. S. 2 W. 12th	"	19-31,	13/"	61	
"	1	S. Wks.	38 St. N. S. 1 E. 9th. Ave	"	20-31,	12/"	81	
"	1	"	37 St. S. S. 2 E. 9th. Ave	"	20-31,	12/"	81	
"	1	"	50 St. S. S. 3 E. 8th. Ave	"	21-31,	11/"	75	
"	1	"	B'way S. W. Cor. 67 St	"	21-31,	11/"	75	
"	1	"	61 St. S. S. 2 E. 7th Ave	"	24-31,	8/"	54	
"	1	"	39 St. S. S. 2 E. 9th Ave	"	24-31,	8/"	54	
"	1	"	52 St. S. S. 3 E. Park Ave	"	25-31,	7/"	47	
"	1	"	63rd. St. E. S. 2 E. B'way	"	26-31,	6/"	41	
"	1	Ord'y	1st. N. W. Cor. 23th St	"	27-31,	5/"	41	
"	1	"	47th. St. S. S. 2 E. 8th. Ave	"	28-31,	4/"	27	
"	1	"	49th. St. S. S. 3 E. 10th. Ave	"	31-31,	1/"	07	
"	1	"	86th. St. Trans. Rd. S. S. 4 E. 8 Ave	"	2-31,	30/"	2 03	
"	1	"	100th St. N. S. 2 E. Manhattan	"	2-31,	30/"	2 03	
"	1	"	93 St. N. S. 1 E. West End Ave	"	2-31,	30/"	2 03	
"	1	"	97th. St. Trans. Rd. N. S. 4 E. 8 Ave	"	2-31,	30/"	2 03	
"	1	"	Amsterdam Ave. S. E. C. 93rd St	"	5-31,	27/"	1 83	
"	1	"	86 Trans. Rd. S. S. 17 E. C. P. W. #34	"	7-31,	25/"	1 70	
"	1	"	119 St. S. S. 4 E. 3rd. Ave	"	9-31,	23/"	1 56	
"	1	"	B'way E. S. 1 N. 180 St	"	11-31,	21/"	1 42	
"	1	Ord'y	Madison Ave. Bridge opp W. S. 4 N. 137th. St	"	12-31,	20/"	95	
"	1	"	2nd. Ave. N. E. Cor 129 St. Bridge Stairs	"	14-31,	18/"	85	
"	1	S. Wks.	146 St. S. S. 1 E. North River	"	13-31,	19/"	1 29	
"	1	"	136 St. N. S. 4 E. 7th. Avenue	"	14-31,	18/"	1 22	
"	1	"	B'way E. S. 1 N. Hawthorne St	"	16-31,	16/"	1 08	
"	1	"	Lex. Ave. S. E. Cor. 127 St	"	17-31,	15/"	1 02	
"	1	"	159th. St. S. S. 4 E. B'way	"	17-31,	15/"	1 02	
"	1	Ord'y	Ship Canal Bridge S. App. E. S. 3 N. of B'way	"	18-31,	14/"	66	
"	2	"	" " " N. of So. Approach	"	18-31,	14/"	1 32	
"	1	S. Wks.	146 St. N. S. 1 E. N. River	"	21-31,	11/"	75	
"	2	"	Madison Ave. E. S. 1 & 2 N. 121 St	"	22-31,	10/"	1 36	
"	1	"	107 St. N. S. 1 E. Lex. Ave		23-31,	9/"	61	
"	1	"	105 St. S. S. 1 E. " "		23-31,	9/"	61	
"	1	"	117 St. N. S. 1 E. " "	"	25-31,	7/"	47	104 49
16989								34,568 31
			To Repairing as follows:—					
Removed	1	Post	Carlisle St. N. S. 1 E. West St				3 50	
"	1	"	33 St. S. S. 1 E. 9th. Avenue				3 50	
"	1	"	West End Ave. E. S. 1 N. 68th. Street				3 50	
"	1	"	7th. Ave. E. S. 1 N. 133rd St				3 50	
Boxt	1	"	Carlisle S. S. 1 E. West Street				8 00	
"	1	"	South St. N. S. 2 E. Rutger St				8 00	
"	1	"	23rd. St. S. S. 3 E. 8th. A				8 00	
			Amount Carried Forward				38 00	34,568 31

5760

8401

Order No.				Designation.	Amount.	Amount.
				Amount Brought Forward	38 00	34,568 31
9	Reset	1	Post	65 St. S. S. 4 E. of 1st. Avenue	8 00	
9	"	1	"	64 " N. S. 3 " " 1st "	8 00	
20	"	1	"	74 " S. S. 1 " " Park Avenue	8 00	
28	"	1	"	66 " N. S. 3 " " Col. "	8 00	
32	"	1	"	38 " N. S. 2 " " 11th "	8 00	
10	"	.	"	93 " N. S. 1 " " West End Avenue	8 00	
	"	1	"	100 " N. S. 2 " " Manhattan "	8 00	
17	"	1	"	St. Nicholas Ave. E. S. 6 N. 137th. Street	8 00	
23	"	1	"	119th. St. N. S. 4 E. 3rd. Avenue	8 00	
15	Str't'd	1	"	Delancey St. N. S. 1 E. Tompkins Avenue	1 50	
1	Columns Refitted	1	"	Jones St. S. S. 1 E. Bleecker Street	3 50	
11	"	1	"	Marion St. W. S. 1 N. Broome Street	3 50	
1	"	1	"	Gouverneur Lane N. S. 1 E. Front St	3 50	
1	"	1	"	" " S. S. 1 " " "	2 50	
18	"	1	"	18th. St. S. S. 1 E. Avenue "B"	3 50	
16	"	1	"	10th. Ave. S. W. Cor. 29th. Street	3 50	
9	"	1	"	43rd. St. N. S. 1 W. 2nd Avenue	3 50	
19	"	1	"	47th. St. N. S. 1 E. " "	3 50	
33	"	1	"	W. 35th. St. Dock N. S. 3 E. Pier End	3 50	
32	"	1	"	32nd. St. N. S. 1 E. 5th. Avenue	3 50	
6	"	1	"	Amsterdam Ave. S. E. Cor. 93rd. St	3 50	
14	"	1	"	86th. Trans. Rd. S. S. 17 E. of C. P. W. #34	3 50	
38	"	1	"	Lex. Avenue S. E. Cor. 127 Street	3 50	
14	"	1	"	86th. St. Trans. Rd. S. S. 16 E. of C. P. West #32	3 50	
1	Column Extended	1	"	Barrow St. N. S. 1 E. Bleecker St	2 50	
8	"	1	"	Montgomery St. N. S. 1 E. Front Street	2 50	
8	"	1	"	10th. Ave. W. S. 2 N. 14th. Street	2 50	
11	"	1	"	Leonard St. N. S. 1 E. Centre Street	2 50	
11	"	1	"	Batavia St. N. S. 1 E. New Chambers St	2 50	
11	"	1	"	Forsythe St. N. E. Cor. Bayard St	2 50	
11	"	1	"	Prince St. S. S. 1 E. Sullivan Street	2 50	
11	"	1	"	MeDougal E. S. 2 N. Bleecker Street	2 50	
15	"	1	"	13th. St. N. S. 1 E. Washington Street	2 50	
27	"	1	"	Willett E. S. 2 N. Delancey Street	2 50	
24	"	1	"	Henry Street S. S. 1 E. Pike Street	2 50	
24	"	1	"	W. 4th. St. N. S. Opp. Jones Street	2 50	
11	Recaulked	1	"	Roosevelt St. W. S. 2 N. Cherry Street	1 00	
15	"	1	"	Broad St. E. S. 1 N. South Street	1 00	
3	"	1	"	125th. St. S. S. 2 E. 7th. Avenue	1 00	
17	"	1	"	131 St. N. S. 3 E. Lenox Avenue	1 00	
26	"	1	"	126 St. N. S. 5 E. " "	1 00	
26	"	1	"	126 St. N. S. 4 E. " "	1 00	
29	"	1	"	3rd. Avenue S. E. Cor. 93rd. Street	1 00	
23	"	1	"	135th. St. N. S. 2 E. Madison Avenue	1 00	
31	Ser. Pipe Refitted	1	"	Cornelia St. S. S. 1 E. Bedford Street	5 50	
31	"	1	"	" " " 2 " " "	5 50	
33	"	1	"	Grove St. S. S. 1 E. Bedford Street	5 50	
24	"	1	"	Washington Sq. So. S. S. 1 E. Sullivan St	5 50	
39	"	1	"	James St. Junction New Chambers	5 50	
36	"	1	"	John St. S. S. 1 E. Nassau Street	5 50	
39	"	1	"	Manhattan Alley N. S. 2 W. Elm Street	5 50	
9	"	1	"	3rd. Avenue N. W. Cor. 67th. Street	5 50	
9	"	1	"	31st. S. S. 1 E. 2nd. Avenue	5 50	
12	"	1	"	Madison Avenue N. E. Cor. 72nd. Street	5 50	
25	"	1	"	24th. Street N. S. 7 E. 9th. Avenue	5 50	
12	"	1	"	Park Avenue S. E. Cor. 71st. Street	5 50	
20	"	1	"	75th. Street N. S. 5 E. 3rd. Avenue	5 50	
22	"	1	"	51st. " " " 4 " " "	5 50	
25	"	1	"	53rd " S. S. 3 " 10th "	5 50	
16	"	1	"	Amsterdam Av. E. S. 1 N. 68th. Street	5 50	
20	"	1	"	5th. Ave. N. E. Cor 63rd St	5 50	
				Amount Carried Forward	292 00	34,568 31

Order No.				Designation.	Amount.	Amount.
	Stand Pipes			Amount Brought Forward	292 00	34,568 31
1	Refitted	1	"	Jones St. S. S. 1 E. Bleecker St.	2 50	
31	"	1	"	Cornelia St. S. S. 1 E. Bedford.	2 50	
31	"	1	"	" " S. S. 2 E. "	2 50	
33	"	1	"	Grove " S. S. 1 E. "	2 50	
18	"	1	"	18th " S. S. 1 E. Ave. B.	2 50	
24	"	1	"	Wash. Sq. So. S. S. 1 E. Sullivan St.	2 50	
39	"	1	"	James St. Junction New Chambers	2 50	
36	"	1	"	John " S. S. 1 E. Nassau St.	2 50	
9	"	1	"	3rd Ave. N. W. Cor. 57th Street.	2 50	
9	"	1	"	31st St. S. S. 1 E. 2nd Ave.	2 50	
16	"	1	"	10th Ave. S. W. Cor. 29th St.	2 50	
12	"	1	"	Madison Ave. N. E. Cor. 72d St.	2 50	
25	"	1	"	24th St. N. S. 7 E. 9th Ave.	2 50	
12	"	1	"	Park Ave. S. E. Cor. 71st St.	2 50	
20	"	1	"	75th St. N. S. 5 E. 3rd Ave.	2 50	
22	"	1	"	61st St. N. S. 4 E. 3rd Ave.	2 50	
25	"	1	"	53rd St. S. S. 3 E. 10th Ave.	2 50	
16	"	1	"	Amsterdam Ave. E. S. 1 No. 68th St.	2 50	
20	"	1	"	60th St. N. S. 1 E. Amsterdam Ave.	2 50	
32	"	1	"	W. 35th St. Dock N. S. 3 E. Pier End.	2 50	
32	"	1	"	32nd St. N. S. 1 E. 5th Ave.	2 50	
20	"	1	"	5th Ave. N. E. Cor. 63rd St.	2 50	
6	"	1	"	Amsterdam Ave. S. E. Cor. 93rd St.	2 50	
						349 50
						$34,917 81
				Deduct 298 outages @ 17.25 per an.	$14 06	
				" 3534 " @ 24.75 " "	239 60	
						$253 66
						$34,664 15

5762

8403 THE CITY OF NEW YORK,

Secs. 469-530, Chap. 466, Laws of 1901.

To CONSOLIDATED GAS COMPANY, *Dr.*

On ac-ount of appropriation for Lamps and Lighting, Boroughs of Manhattan and The Bronx.

Date, 1905	DESIGNATION.	Amt. Dols.	Amt. Cts.
February 1	To supply of Gas to and Lighting, etc., Public Lamps as per Contract, as follows: Month of January, 1905, as per annexed bill	34,664	15
Total Dollars: Thirty-four thousand six hundred and sixty-four 15/100		$34,664	15

THE CITY OF NEW YORK, *ss:*

.....

being duly sworn, deposes and says, that the items in the bills specified in the above schedule are correct; that the services specified and articles therein enumerated have in fact been performed and furnished, and by due authority; that the prices charged therein are reasonable and just; that no perquisites, commissions or allowances of any kind, other than as stated in the said account, have been or will be paid, directly or indirectly, in consideration of the procurement of said articles or services; and that the said bills have not been either in whole or any part paid, satisfied or as-igned, and that the full amount is now justly due.

.....

Sworn to before me, ...190 .

.....,
Notary Public.

8404 I certify that I have duly examined the above account, and compared the same with the contract, and that the work done is in accordance therewith, and that payment is due thereon, as specified in the above account, as per contract.

C. F. LACOMBE,
Engineer of Surface Construction.

I hereby certify that I have examined the above account and believe it to be correct; that the articles therein specified were necessary and have been received in good condition by this Department, for the use and on account of The City of New York; that the prices

charged are just and reasonable, and such services as are therein specified have been properly performed; and that the said articles have been or will be used for and applied to the service and for the purposes of The City of New York, and that the payment of the amount of said account will not exceed the unexpended balance of the sum duly appropriated by law for the purpose thereof.

.....,
Commissioner of Water Supply, Gas and Electricity.

Received at the office of the Comptroller, in The City of New York, this .... day of ..... 190.., from Edward M. Grout, Comptroller, a warrant on the Chamberlain for the sum of ..../100 Dollars, in full payment of the above amount.

$..... .....

Endorsed: Voucher No..... Requisition No.... Department of Water Supply, Gas and Electricity. Lamps and Gas. Consolidated Gas Company. Lighting Public Lamps. Month of January, 1905. $34,664.15. Appropriation for Lamps and Lighting, Boroughs of Manhattan and The Bronx. Sections 469-530, Chapter 466, Laws of 1901.

8405 CITY OF NEW YORK, *ss:*

Edward J. McKavanagh, M. Gilmore, J. J. Fitzpatrick, W. F. J. Dolan, and J. W. Prenderville, Inspectors of Lamps under the Department of Water Supply, Gas and Electricity, each being duly sworn, doth depose and say that he is assigned to the district lighted by the Consolidated Gas Company, and that he has regularly examined the public lamps in said District, and that the lamps specified on the annexed bill of said Company were regularly lighted and extinguished in accordance with the time table; also that all the work has been performed to the best of deponent's knowledge and belief.

JAMES J. FITZPATRICK.
MICHAEL GILMORE.
WILLIAM F. J. DOLAN.
JOHN W. PRENDERVILLE.
EDWARD J. McKAVANAGH.

Sworn to before me this 17th day of March, 1905.

(Signd.) LOUIS ARNSTEIN,
Commissioner of Deeds.

CITY OF NEW YORK, *ss:*

Louis Arnstein, Inspector of Lamps under the Department of Water Supply, Gas and Electricity, being duly sworn, doth depose and say that he is assigned to the District lighted by the Consolidated Gas Company, and that he has regularly examined the public lamps in said District, and that the lamps specified on the annexed bill of said Company were regularly lighted and extinguished in

accordance with the time table; also that all the work has
8406 been performed to the best of deponent's knowledge and belief.

(Signed) LOUIS ARNSTEIN.

Sworn to before me this 15th day of March, 1905.
(Sgnd.) T. McCORMACK,
Commissioner of Deeds.

CITY OF NEW YORK, *ss:*

Edward J. McKavanagh, M. Gilmore, Pierce J. Whalen, N. C. Conlon, Inspectors of Lamps under the Department of Water Supply, Gas and Electricity, each being duly sworn, doth depose and say, that he is assigned to the districts lighted by the Consolidated Gas Company, and that he has regularly examined the public lamps in said district, and that the lamps specified on the annexed bill of said Company were regularly lighted and extinguished in accordance with the time table; also that all the work has been performed to the best of deponent's knowledge and belief.

(Signed) MICHAEL GILMORE.
PIERCE J. WHALEN.
EDWARD J. McKAVANAGH.
N. C. CONLON.

Sworn to before me this 16th day of March, 1905.
(Sgn.) LOUIS ARNSTEIN,
Commissioner of Deeds.

8407 STATE OF NEW YORK,
County of New York, ss:

Colin C. Simpson, being duly sworn, says that he is the General Superintendent of Lamps of the Consolidated Gas Company, being the corporation which, on or about .....entered into an agreement with the City of New York, for the furnishing, operating, and maintaining of gas lamps in, and for lighting the streets, public buildings and parks of the Borough of Manhattan, in said City, for the term of one year from January 1, 190 .

That during the month of January, 1905, the said corporation duly performed and fulfilled the said contract in all the particulars and conditions therein described to be performed and fulfilled upon its part; and particularly that during said month it furnished the illuminating material of the quality in the said contract specified, that all the lanterns specified in the annexed bills, were, during said month cleaned three times in each week of said month; and, also, that the gas burners during said month consumed Three (3) cubic feet of gas each per hour, as required by said agreement, during all the time that the lamps were required to be kept lighted in said month.

That this deponent is able to make the foregoing affidavit for the reason that it is his duty, on behalf of said corporation, to ascertain whether or not it has complied with the particulars and conditions of the said contract; and that he has examined the books and

records of the said corporation and has received reports from its various subordinates charged with such duties, by which
8408 records and reports he is informed that the statements herein made are in each and every respect correct.

(Signed) COLIN C. SIMPSON.

Sworn to before me this 2d day of Februarv, 1905.

(Sgn.) WALLACE YOUNG,
Notary Public, Kings County.

Certificate filed in N. Y. County.

STATE OF NEW YORK, *County of New York, ss:*

Colin C. Simpson, being duly sworn, deposes and says that he is the Gen'l Supt. of Lamps of the Consolidated Gas Company, being the corporation which, on or about ..... entered into an agreement with ..... for the furnishing, operating, repairing and maintaining of gas lamps in, and for lighting the streets, public buildings and parks of the Borough of Manhattan, in The City of New York, for the term of ..... years from .....

That during the month of January, 1905, the said corporation fully performed and fulfilled the said contract in all the particulars and conditions therein described to be performed and fulfilled upon its part; and particularly that during said month the gas lamp-posts, charges for the removal, shifting, changing of location or repairs of which are contained in the annexed bill of the Consolidated Gas Company for said month, were removed, shifted, changed or repaired as in said bill specified; that the work was done by order of the Department of Water Supply, Gas and Electricity, and that the prices charged and the work done are in all respects in accordance with the terms of said contract.

8409 That this deponent is able to make the foregoing affidavit for the reason that it is his duty, on behalf of the said corporation to ascertain whether or not it has complied with the particulars and conditions of the said contract; and that he has examined the books and records of the said corporation and has received reports from its various subordinates charged with such duties, by which records and reports he is informed that the statements herein made are in each and every respect correct.

(Signed) COLIN C. SIMPSON.

Sworn to before me this 2d day of February, 1905.

(Signed) WALLACE YOUNG,
Notary Public, Kings County.

Certificate filed in New York County.

8410

CITY'S EXHIBIT 72.

November 27, 1906.

The People of the State of New York, by the Grace of God, free and independent, to all to whom these presents shall come, Greeting:

Whereas, in the last section of the act entitled "An Act relative to improvements touching the laying out of Streets and roads in the City of New York and for other purposes" passed the third day of April one thousand eight hundred and seven it is recited and enacted in the words following to wit: "*And Whereas* for the purpose of duly regulating and constructing slips and basins and for running out wharves and piers it is essential that the right to the land under water below low water mark should be vested in the corporation of the City of New York Be it therefore further enacted That it shall and may be lawful for the Commissioners of the Land Office and they are hereby directed to issue Letters patent granting to the Mayor, Aldermen and Commonalty of the City of New York and their successors forever all the right and title of the people of this State to the lands covered with water along the easterly shore of the North or Hudson River contiguous to and adjoining the lands of the said Mayor, Aldermen and Commonalty within the said City of New York at and from low water mark and running four hundred feet into the said river from Bestaver's Killetje or river to the distance of four miles to the North along the easterly shore of the said North or Hudson River and also all the land covered with water along the westerly shore of the East River or sound contiguous to and adjoining the lands of said Mayor, Aldermen and Commonalty at and from low water mark and extending four hundred feet into the said river or sound from the North side of Corlaer's Hook at the northerly boundary of the lands covered with
8411 water whereof the said Mayor, Aldermen and Commonalty are now seized to the distance of two miles to the North along the westerly shore of the said East River or sound. Provided always that the proprietor or proprietors of the lands adjacent shall have the pre-emptive right in all grants made by the Corporation of said city of any lands under water granted to the said Corporation by this Act." Now Therefore in order to carry into effect the provisions contained in the said section Know Ye that we have given, granted and confirmed and by these presents do give, grant and confirm unto the Mayor, Aldermen and Commonalty of the City of New York All the aforesaid pieces or parcels or land under water situate in the said City of New York abutted, bounded and described in manner and form as in the said section as above mentioned. Together with all and singular the rights, hereditaments and appurtenances to the same belonging or in any wise appertaining. To Have and to Hold the above described and granted premises unto the said Mayor, Aldermen and Commonalty of the City of New York and their successors as a good and indefeasible estate of inheritance forever.

In Testimony Whereof we have caused these our Letters to be made patent and the Great Seal of our said State to be hereunto affixed.

Witness our trusty and well beloved Daniel D. Tompkins, Esquire, Governor of our said State, General and Commander in chief of all the militia and Admiral of the navy of the same at our *our* City of Albany, the twenty-sixth day of December in the year of our Lord one thousand eight hundred and seven and in the thirty-second year of our Independence.

8412 I have examined the within Letters-patent and do certify that the same are conformable to the order and proceedings of the Commissioners of the Land Office and in due form of law. John Woodworth, Att'y Gen'l. Passed the Secretary's Office the 26th day of December, 1807. Ben. Ford, Dep. Sec'ry.

DANIEL D. TOMPKINS.

Examined and compared with the original by
BEN FORD,
Dep. Sec'ry.

8413 CITY'S EXHIBIT 74.

November 27, 1906.

The People of the State of New York, by the Grace of God, free and independent, to all to whom these presents shall come, Greeting:

Whereas in the first section of the act entitled "An act relative to improvements in the City of New York" passed February 25th 1826 it is enacted as follows to wit: "Be it enacted by the people of the State of New York represented in Senate and Assembly that it shall and may be lawful for the Commissioners of the Land Office and they are hereby directed to issue Letters Patent granting to the Mayor, Aldermen and Commonalty of the City of New York and their successors forever all the right and title of the People of this State to the Lands covered with water along the Easterly shore of the North or Hudson's river contiguous to and adjoining the Lands of the said Mayor, Aldermen and Commonalty within the said City of New York at and from low water mark and running four hundred feet into the said river from a point on the easterly shore of said river four miles north from Bestaver's Killitje and extending therefrom north along the easterly shore of said river to Spuyten Duyvil Creek otherwise called Kingsbridge Creek or Harlem River and also all the land covered with water along the westerly shore of the East River or sound contiguous to and adjoining the lands of the said Mayor, Aldermen and Commonalty at and from low water mark and extending four hundred feet into the said river or sound from a point on the westerly shore of said river or sound two miles north from Corlear's Hook and extending therefrom North along the westerly shore of the said East River or sound to Spuyten Duyvil

Creek otherwise called Harlem River provided always that
8414 the proprietor or proprietors of the lands adjacent shall have the pre-emptive right in all grants made by the Corporation of the said City of any lands under water granted to the said Corporation by this Act." Now therefore in order to carry into effect the provisions contained in the said section Know Ye that We have given, granted and confiermed and by these presents do give, grant and confirm unto the Mayor, Aldermen and Commonalty of the City of New York all the aforesaid pieces or parcels or land under water situate in the said City of New York abutted, bounded and described in manner and form as in the said section is above mentioned Together with all and singular the rights, hereditaments and appurtenances to the same belonging or in any wise appertaining To Have and To Hold the above described and granted premises unto the said Mayor, Aldermen and Commonalty of the City of New York and their successors as a good and indefeasible estate of inheritance forever.

In Testimony Whereof we have caused these our Letters to be made Patent and the Great Seal of our said State to be hereunto affixed. Witness De Witt Clinton, Esquire, Governor of our said State, General and Commander in Chief of all the Militia and Admiral of the Navy of the same at our City of Albany the Twenty-fifth day of March in the Year of our Lord one thousand Eight hundred and twenty-six in the fifteenth year of Independence. Passed the Secretary's Office the 25th day of March, 1826. Archd Campbell Dep. Secretary.

I have examined the preceding Letters patent and do
8415 certify that the same are conformable to the order and proceedings of the Commissioners of the Land Office and in due form of Law. Saml. A. Talcott, Att'y. Gen'l.

DE WITT CLINTON.

Examined and compared with the Original.
ARCHD. CAMPBELL,
Dep. Secretary.

8416 CITY'S EXHIBIT 87.

INDEX TO REPORT ON EXHIBIT NO. 94.

REPORT ON EXHIBIT NO. 94, PAGES 1 TO 38.

Exhibit "A," Minutes of Meetings, Numbers 1 to 12, of the Advisory Board of Engineers appointed to advise with the Accountants during the course of their Examination.

Exhibit "B," Statement of Quantities of Gas Manufactured and Purchased under Agency Agreements, together with the Amounts Sold to Consumers and for Public Lighting during Year 1905.

Exhibit "C," Exhibit No. 94, Summary of Operations for Calendar Year 1905, as submitted by the Complainant, the Consolidated Gas Company of New York.

Schedule "1," Depreciation Account, as per Operating Ledger.
Exhibit "D," Exhibit No. 94, Summary of Operations for Year ended December 31, 1905, amplified and adjusted as a result of our Examination.
Schedule "2," Repairs to Apparatus—Operating Charges taken exception to.
Schedule "3," Repairs to Buildings—Operating Charges taken exception to.
Schedule "4," Gas Purchased under Agency Agreements.
Schedule "5," Extensions and increases of serving the New York State Com-
Schedule "6," Legislative Investigation Expenses, Charged to Expense Account, taken exception to.
8417 Schedule "7," Extraordinary Expenses, charged to General Office Expenses, taken exception to.
Schedule "8," Claims for Damages, charged to Operating Expenses, taken exception to.
Exhibit "E," Monthly Record of Gas Manufactured.
Part "1," 14th Street Station.
Part "2," 42nd Street Station.
Part "3," 21st Street Station.
Part "4," 44th Street Station.
Part "5," 99th Street Station.
Appendix "I," Insurance Carried on Works and Plants.
Appendix "II," Agency Agreements for Purchase of Gas.
Appendix "III," List of Officials and Employees—General Office.

8418 Circuit Court of the United States, Southern District of New York.

CONSOLIDATED GAS COMPANY OF NEW YORK, Complainant,

vs.

JULIUS M. MAYER, as Attorney General of the State of New York; WILLIAM TRAVERS JEROME, as District Attorney of New York County; FREDERICK E. GUNNISON, JOHN C. DAVIES, and LUCIAN L. SHEDDEN, Constituting the New York State Commission of Gas and Electricity, and THE CITY OF NEW YORK, Defendants.

Before Hon. Arthur H. Masten, Special Master.

Report of Marwick, Mitchell & Co., Chartered Accountants.

Employed by the City of New York.

NEW YORK, *November* 26, 1906.

To Hon. William B. Ellison, Corporation Counsel, Solicitor for the Defendant, The City of New York, William P. Burr, Esq., of Counsel.

8419 GENTLEMEN:

In accordance with your instructions, we have made an examination of the Operating Accounts of the Consolidated Gas Com-

pany of New York to ascertain the cost of gas supplied to private consumers in the City of New York by that Company during the year 1905. In submitting this report, we incorporate in it our criticisms of the Company's Exhibit No. 94, a Summary of Operations for 1905, submitted by the Complainant in the above entitled action. We also submit the Exhibits and Schedules specified in the Index attached hereto.

To co-operate with and advise us on all matters requiring technical engineering knowledge during the course of our examination, a Board of Advisory Engineers was appointed, consisting of Mr. C. V. Lacombe, Chief Engineer of the City of New York, Mr. H. H. Edgerton, Gas Engineer, and Dr. W. D. Marks, Consulting Engineer. At the first meeting of this Board, Mr. Lacombe was elected Chairman. Thereafter meetings were held twice weekly. Minutes of these meetings, twelve in number, were regularly kept to record the decisions of the Board on the various subjects discussed. Copies thereof are submitted in Exhibit "A," as we have occasion, during the course of this report, to refer to them in detail.

We examined all the vouchers and payrolls, approving those which appeared to be proper charges to their respective accounts, and rejecting those which failed to meet our requirements. Those of the latter category were then scheduled and submitted to the Advisory Board of Engineers, who either supported the objections taken by us or admitted the expenditure as reasonable charges to the Manufacture and Distribution of Gas. Upon completion of this examination by the Advisory Board, we scheduled the 8420 rejected vouchers by stations; for example, all charges to 14th Street Station for Repairs to Apparatus, were included in a separate schedule. Thus arranged, these expenditures were again submitted to the Board. Their final disposition of the item is recorded in the Minutes of their meetings.

By working night and day with three shifts of assistants, we checked the postings of the Operating Ledger and satisfied ourselves that all the vouchers pertaining thereto had been produced for our inspection. We also made a thorough examination of the payroll tickets of the workmen.

We verified the output of gas by making a substantial test check of the Consumers' Ledgers in the various offices of the Company.

CONCLUSIONS.

We now submit the general conclusions at which we have arrived.

1. We find that the total cost of manufacturing and distributing the gas sold to private consumers in the City of New York by the Consolidated Gas Company during the year 1905, was 52.50 cents per 1,000 cubic feet. This cost includes a charge for depreciation of 1.71 cents per 1,000 cubic feet, the same as made by the Company in its accounts.

2. We further find that Exhibit No. 94 as submitted by the Consolidated Gas Company in support of their contention that the cost of gas for 1905 was 74.81 cents per 1,000 cubic feet, includes a

8421 number of charges which do not appear to us to be properly applicable to the cost of Manufacturing and Distributing Gas. The following is a summary of the amounts excluded by us:

	Amount per 1,000 cu. ft.
Cost of Street Lamps	2.18 cents
Interest on Consumers' Deposits	.39 "
Interest on Funded Debt	7.32 "
Tax on Surplus Profits, etc	1.68 "
Legislative and Franchise Litigations, etc	.61 "
Contingencies, less 1.71 cents allowed as Depreciation	8.29 "
Profit added to cost of gas purchased	1.08 "
Adjustment of Gas Stove Accounts	.92 "
Sundry Adjustments	*.16 "
	22.31 cents

* Red ink in original.

3. The cost of manufacturing, included in the total cost of 52.50 cents per 1,000 cubic feet, amounts to 32.39 cents, contrasted with an average cost of 29.14 cents for the companies supplying gas to the Consolidated Company under agency contracts, as shown by their statements rendered to the latter Company.

DETAILED REPORT.

QUANTITIES OF GAS MANUFACTURED, PURCHASED AND SOLD.—We here submit a summary of the record of Gas Manufactured, Purchased under Agency Agreements, and sold to consumers and to the City for Public Lighting, as more fully detailed in Exhibit "B":

8422

		Cubic feet.
Gas in holder on January 1, 1905.		26,552,000
Manufactured during 1905	10,657,810,000	
Purchased under Agency Agreements	2,932,178,922	
		13,589,988,922
Total gas to be acounted for		13,616,540,922
Consumed during 1905:		
General Consumers	13,012,384,090	
Public Lamps	270,779,677	
Other Companies	2,968,600	
	13,286,132,367	
In holder on December 31, 1905	29,418,000	
Total gas accounted for		13,315,550,367
Leakage (including amount used by Company 64,077,056 cubic feet) 2.215 per cent. of manufacture		300,990,555

Account	As per Consolidated Gas Company: Cost Per M Cu. Ft.	As per Consolidated Gas Company: Amount		As per Marwick, Mitchell & Co.: Amount	As per Marwick, Mitchell & Co.: Cost Per M Cu. Ft.	*Increase or Decrease: Amount	*Increase or Decrease: Per M Cu. Ft.
Divisor	10,419,461 M Cu. Ft.			Divisor 10,657,810 M Cu. Ft.			
Manufacturing			*Coal*				
1	7.00¢	$729,606.21	Bituminous	$729,606.21	6.84¢	—	**.16¢
2	4.44	462,680.25	Anthracite	462,680.25	4.34	—	.10
3	.37	38,156.43	Boiler	38,156.43	.36	—	.01
4	.18	18,222.89	Cartage	18,222.89	.17	—	.01
5	.47	49,150.07	Labor Handling	40,150.07	.46	—	.01
6	12.46	1,297,815.85	Total Coal	$1,297,815.85	12.17		.29
7			*Residuals*				
8	3.25	338,300.91	Coke	338,300.91	3.17	—	.08
9	.34	35,678.39	Less: Labor Handling	35,678.39	.34	—	—
10	.11	11,164.97	Cartage	11,164.97	.10	—	.01
11	2.80	291,457.55	Net Coke	291,457.55	2.73	—	.07
12	.63	65,546.70	Tar Coal	65,546.70	.62	—	.01
13	.63	65,849.65	Ammoniacal Liquor	65,849.65	.62	—	.01
14	.05	4,857.20	Carbon	4,857.20	.04	—	.01
15	.06	6,196.47	Spent Oxide	6,196.47	.06	—	—
16	.50	52,207.26	Oil Tar	52,207.26	.49	—	.01
17	4.67	486,114.83	Total Residuals	486,114.83	4.56	—	.11
18	7.79	811,701.02	Net Cost Less Residuals, forward	$811,701.02	7.61	—	.18

* Red Ink in Original.

** Note.—This difference per M Cubic Feet is due to the difference in the Divisor, i.e., the amount of Gas manufactured.

Account	As per Consolidated Gas Company Cost Per M Cu. Ft.	As per Consolidated Gas Company Amount		As per Marwick, Mitchell & Co. Amount	As per Marwick, Mitchell & Co. Cost Per M Cu. Ft.	*Increase or Decrease Amount	*Increase or Decrease Per M. Cu. Ft.
18	7.79¢	$811,701.02	Forward	811,701.02	7.61¢	—	**.18¢
			Coke Used				
19	.61	63,972.09	Coke Used	63,972.09	.60	—	.01
20	.01	1,293.31	Labor	1,293.31	.01	—	—
21	—	43.87	Cartage	43.87	—	—	—
22	.62	65,309.27	Total Coke used	65,309.27	.61	—	.01
			Miscellaneous				
23	—	244.43	Naphtha	244.43	—	—	—
24	16.99	1,769,968.42	Gas Oil	1,769,968.42	16.61	—	.38
25	—	50.04	Fuel Oil	50.04	—	—	—
26	.03	3,114.02	Lime	3,114.02	.03	—	—
27	.18	19,173.35	Oxide	19,173.35	.18	—	—
28	.22	22,684.20	Water	22,684.20	.22	—	—
29	.04	4,424.70	Fuel Oil, Labor	4,424.70	.04	—	—
30	.06	5,407.15	Oil, Waste and Sundries	5,407.15	.05	—	.01
31	.17	17,123.60	Cartage	17,123.60	.16	—	.01
32	3.67	382,632.04	Labor	382,632.04	3.59	—	.08
	21.36	2,224,821.95	Total Miscellaneous	2,224,821.95	20.88	—	.48
33	29.77	3,101,832.24	Total Material and Labor	3,101,832.24	29.10	—	**.67
			Repairs and Expenses				
34	1.62	169,197.39	Repairs to Apparatus	167,063.41	1.57	2,133.98	.05
35	.24	24,900.69	Repairs to Buildings	24,812.19	.23	88.50	.01
36	.16	16,228.48	Repairs to Tools and Implements	16,228.48	.15	—	.01
37	.57	59,016.97	Expenses	59,016.97	.55	—	.02
38	.31	31,855.34	Distribution	31,855.34	.30	—	.01
39	.03	3,030.08	Experiments	3,030.08	.03	—	—
40	*.07	*7,508.39	Profit and Loss Adjustment	*7,508.39	*.07	—	—
41	.54	56,538.57	Distributing Station Expense	56,538.57	.53	—	.01
	3.40	353,259.13	Total Repairs and Expenses	351,036.65	3.29	2,222.48	.11
42	33.17	3,455,091.37	Total Station Cost	3,452,868.89	32.39	2,222.48	.78
(Divisor 2,929,210,322 Cu. Ft.)				(Divisor 2,932,178,922 Cu. Ft.)			
43	34.82	997,039.89	Cost of Manufacturing Gas purchased under Agency Agreements	854,459.57	29.14	142,580.32	5.68

*Red Ink in Original.

***Note.*—This difference per M Cubic Feet is due to the difference in the Divisor, *i.e.*, the amount of Gas Manufactured.

Account	As per Consolidated Gas Company: Cost Per M Cu. Ft.	As per Consolidated Gas Company: Amount		As per Marwick, Mitchell & Co.: Amount	As per Marwick, Mitchell & Co.: Cost Per M Cu. Ft.	*Increase or Decrease: Amount	*Increase or Decrease: Per M. Cu. Ft.
Divisor	13,283,163,767 Cu. Ft.			Divisor 13,589,988,922 Cu. Ft.			
44	33.52¢	4,452,131.26	Total Cost of all Gas at Holder	$4.307,328.46	31.69¢	144,802.80	1.83¢
Distribution							
Divisor	13,283,163,767 Cu. Ft.			Divisor 13,012,384,090 Cu. Ft.			
45	3.69	490,855.36	Expense	490,855.36	3.77	—	*.08
46	2.12	281,524.12	Distributing	281,524.12	2.16	—	*.04
47	.42	55,954.35	Repairs to Gas Stoves	*11,413.27	*.09	67,367.62	.51
48	.95	126,110.31	Repairs to Mains	126,110.31	.97	—	*.02
49	.67	89,033.46	Repairs to Services	87,183.15	.67	1,850.31	—
50	1.30	172,925.52	Repairs to Meters	172,925.52	1.33	—	*.03
51	.11	15,116.68	Repairs to Buildings	12,270.93	.09	2,845.75	.02
52	.11	15,610.59	Repairs to Tools and Implements	15,610.59	.12	—	*.01
53	2.18	289,259.09	Street Lamps	—	—	289,259.09	2.18
54	.39	51,391.52	Interest on Consumers' Deposits	—	—	51,391.52	.39
55	.63	82,995.11	Bad and Doubtful Debts	82,995.11	.64	—	*.01
56	*.22	*29,683.92	Profit and Loss Adjustment	*29,683.92	*.23	—	.01
57	12.35	1,641,092.19	Total Distribution	1,287,377.90	9.43	412,714.29	2.92
	45.87	6,093,223.45	Total Material, Labor & Distribution	5,535,706.36	41.12	557,517.09	4.75
General Expense							
58	2.56	339,999.51	Expense, General Office	308,923.56	2.37	31,075.95	.19
59	.06	8,175.20	Vacations and Sickness	8,175.20	.06	—	—
60	.04	5,064.16	Automobiles	5,064.16	.04	—	—
61	.80	105,800.02	Advertising and Legal	42,398.37	.32	63,401.65	.48
62	.32	42,674.71	Real Estate Rents	42,049.71	.32	625.00	—
63	.05	6,413.99	Gas Co.'s Mutual Aid Society	6,413.99	.05	—	—
64	.11	14,943.86	Superannuation	14,943.86	.12	—	*.01
65	.41	54,031.83	Insurance	53,879.39	.41	152.44	—
66	7.27	965,843.88	Taxes	743,151.26	5.71	222,692.62	1.56
67	10.00	1,328,316.37	Contingent Expenses	167,427.84	1.29	1,160,888.53	8.71
68	21.62	2,871,263.53	Total General Expenses	1,392,427.34	10.69	1,478,836.19	10.93
69	7.32	972,423.44	Fixed Charges	—	—	972,423.44	7.32
70	74.81¢	9,936,910.42	Total Operating	6,928,133.70	51.81	3,008,776.72	23.00
			Add: Adjustment on account of Leakage, 300,990,555 Cu. Ft. at Cost of Manufacture	—	.73	—	*.73
			Discount, etc.	*5,395.36	*.04	5,395.36	.04
				$6,922,738.34	52.50	3,014,172.08	22.31

*Red Ink in Original.

These figures differ from those submitted by the Consolidated Gas Company inasmuch as they take into account the quantities of gas on hand at the beginning and the end of the period. In arriving at them no account was taken of the unmetered gas. This, however, would not materially change the difference here treated as a leakage.

In order to determine the different costs per 1,000 cubic feet, it is necessary to divide the manufacturing expenses by 10,657,810,000 cubic feet, the quantity manufactured; the expenses of manufactured and purchased gas by 13,589,988,922 cubic feet, and the distribution and general expenses by 13,012,384,090 cubic feet, the quantity sold to General Consumers, excluding Public Lamps and other Companies.

EXHIBIT No. 94, SUMMARY OF OPERATIONS FOR THE CALENDAR YEAR 1905.—As a matter of record, we submit in Exhibit "C" a copy of Exhibit No. 94, Summary of Operations for the Calendar Year 1905, as submitted by the Complainants, the Consolidated Gas Company of New York.

8423 In Exhibit "D" we submit the same statement, prepared by us in greater detail and adjusted in acordance with the facts brought out by our investigation.

The following is an abstract of the two Exhibits "C" and "D":

(Here follow facsimiles marked pp. 8424, 8425, and 8426.)

8427 From the above it will be observed that the Gas Company make their total Operating Cost $9,936,910.42, or 74.81 cents per 1,000 cubic feet. By eliminating certain items which do not properly apply thereto, we make the cost $6,922,738.34, or 52.50 cents per 1,000 cubic feet, a difference of $3,014,172.08 or 22.51 cents per 1,000 cubic feet. Before discussing the various items to which we have taken exception, we would explain that there is a very material difference between the methods to be adopted in determining what charges can properly be made to a Profit and Loss Account and what to a statement of the cost of an article or unit of its manufacture. The Gas Company, in the statement submitted by them, has included all the charges included in their Profit and Loss Account. In our opinion, such a procedure is distinctly wrong for the reasons that we hereafter state in referring to the items.

ACCOUNTS 1-33, NET AMOUNT OF MATERIAL AND LABOR, $3,101,832.24.—The net amount of Material and Labor represents the aggregate of all items of material and labor less the amounts received for Residuals sold. It is equivalent to 29.10 cents per 1,000 cubic feet of gas manufactured. We examined the items comprising this total and found them correct. In addition, we made an analysis of the Manufacturing Records, which contain in detail the manufacturing averages and results. As these will, in all probability, be of assistance to the engineers in drawing their conclusions, we submit them in Exhibit "E," as follows:

COAL GAS STATIONS.

Part "1" 14th Street Station.
Part "2" 42nd Street Station.

8428 WATER GAS STATIONS.

Part "3" 21st Street Station.
Part "4" 44th Street Station.
Part "5" 99th Street Station.

ACCOUNT 34, REPAIRS TO APPARATUS.—The amount charged under this classification, together with the amounts improperly charged to Operating Expenses, being correctly Construction items, are shown by stations with the relative cost in the following statement:

Station.	Labor.	Material.	Total cost.	Per M cu. ft. mnfd., cents.	Amount rejected.	Amount allowed.
14th Street....	$28,962.02	17,919.15	46,881.17	3.55	112.50	46,768.67
21st Street.....	26,506.22	37,739.83	64,246.05	1.42	1,568.90	62,677.15
42nd Street....	13,278.16	10,306.38	23,584.54	1.90	105.00	23,479.54
44th Street....	10,838.99	11,486.08	22,325.07	.98	144.40	22,180.67
99th Street....	6,988.13	5,172.43	12,160.56	.93	203.18	11,957.38
	$86,573.52	82,623.87	169,197.39	1.59	2,123.98	167,063.41

Authority for these rejections, as detailed in Schedule "2," will be found in Minutes of Meetings dated November 10.

ACCOUNT 35, REPAIRS TO BUILDINGS.—Under this heading the amount charged along with the amounts improperly charged against Operating Expenses, are shown in the following statement, the details being included in Schedule "3." Authority for these rejections will be found in Minutes of Meetings of the Advisory Board held on November 10.

Station.	Labor.	Material.	Total cost.	Per M cu. ft. mnfd., cents.	Amount rejected.	Amount allowed.
14th Street....	$3,323.74	1,168.47	4,492.21	.34	.....	4,492.21
21st Street....	5,049.95	3,854.66	8,904.61	.19	15.00	8,889.61
42nd Street....	3,361.99	1,204.39	4,566.38	.37	48.50	4,517.88
44th Street....	2,887.04	755.01	3,642.05	.16	25.00	3,617.05
99th Street....	1,584.06	1,711.38	3,295.44	.25	.....	3,295.44
	$16,206.78	8,693.91	24,900.69	.23	88.50	24,812.19

8429 ACCOUNT 36, REPAIRS TO TOOLS AND IMPLEMENTS.—This account, together with the cost of manufacture per 1,000 cubic feet manufactured at each station, is as follows:

Station.	Labor.	Material.	Total cost.	Per M cu. ft. Mnfd., cents.
14th Street	$1,425.54	4,427.95	5,853.49	.44
21st Street	1,510.85	1,973.11	3,483.96	.08
42nd Street	3,669 75	907 86	4,577.61	.37
44th Street.	1,274.42	221.42	1,495.84	.07
99th Street	710.25	107.33	817.58	.56
	$8,590.81	7,637.67	16,228.48	.15

The charges are proper ones against the Cost of Manufacturing Gas.

ACCOUNT 37, EXPENSES.—This account is classified as follows:

Station.	Labor.	Material or sundries.	Total.	Per M cu. ft. Mnfd., cents.
14th Street	$6,444.83	3,622.91	10,067.74	.76
21st Street	13,998.23	6,735.76	20,733.99	.46
42nd Street	7,188.08	4,124.21	11,312.29	.91
44th Street	4,669.53	3,911.02	8,580.55	.38
99th Street	5,874.69	2,447.71	8,322 40	.64
	$38,175.36	20,841.61	59,016.97	.55

It is composed of proper charges to the cost of Manufacturing Gas.

ACCOUNT 38, DISTRIBUTION.—This account is made up as follows:

Station.	Labor.	Material.	Total.	Mnfd, cents. Per M cu. ft.
14th Street	$7,389.15	3,894.04	11,283.19	.86
21st Street	5,425.01	9,498.95	14,923.96	.33
42nd Street	1,916.51	.....	1,916.51	.15
44th Street	1,825.00	.....	1,825.00	.08
99th Street	1,855.13	51.55	1,906.68	.15
	$18,410.80	13,444.54	31,855.34	.30

8430 The charges included in this Account also appear to be proper charges to the Manufacture of Gas.

ACCOUNT 39, EXPERIMENTS.—An amount of $3,030.08, or .03 cents per 1,000 cubic feet of gas manufactured, has been charged on account of "experiments," to the Cost of Manufacturing Gas. This is, in our opinion, a legitimate charge and we have accordingly allowed it.

ACCOUNT 40, PROFIT AND LOSS ADJUSTMENT.—There is a credit balance of $7,508.39 on this account. It is made up of Sundry credits on account of sales of scrap iron, etc. It represents .07 cents per 1,000 cubic feet of gas manufactured.

ACCOUNT 41, DISTRIBUTING STATION EXPENSES.—This account, amounting to $56,538.57 or .53 cents per 1,000 cubic feet of gas manufactured, is made up as follows, and the charges are, in our opinion, proper:

	Station.					
	18th St.	63rd St.	65th St.	111th St.	Inwood.	Total.
Coal	.....	.....	.....	2,301.03	35.31	2,336.34
Coke	$1,226.75	1,701.25	3,451.75	3,368.10	.....	9,747.85
Water	458.84	961.20	309 40	583.60	4.10	2,317.14
Superintendents	2,100.00	.....	.....	.....	.....	2,100.00
Boiler and Engine Room Wages	748.62	3,484.50	3,689.13	4,521.39	.....	12,443.64
Valvemen, Wages	1,825.25	83.20	.....	822.38	730.00	3,460.83
Repairs to Buildings, Labor	361.41	21.00	135.59	90.12	.....	608.12
Repairs to Buildings, Material	125.66	2.35	7.55	*3.89	13.30	144.97
Repairs to Apparatus, Labor	494.77	1,376.84	440.44	1,019.53	30.56	3,362.14
Repairs to Apparatus, Material	*381.77	1,276.62	879.27	1,099.04	3.25	2,876.41
Repairs to Tools and Implements	*5.58	1.29	5.16	.....	.....	.87
Expenses, Labor	7,988.21	1,521.01	1,766.24	2,603 08	.....	13,878.54
Expenses, Materials and Sundries	1,326.73	249.35	704.25	898.71	82.68	3,261.72
	$16,268.89	10,678.61	11,388.78	17,303.09	899.20	56,538.57

* Red ink in original.

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8431 ACCOUNT 42, STATION COST OF GAS.—This account represents the total of the preceding accounts Nos. 1 to 41. The amount in the accounts of the Consolidated Gas Company of New York is $3,455,091.37, or 33.17c. per 1,000 cubic feet of gas manufactured, as compared with $3,452,868.89, or 32.39c. per 1,000 cubic feet, as adjusted by us.

ACCOUNT 43, COST OF MANUFACTURING GAS UNDER AGENCY AGREEMENTS.—The Consolidated Gas Company has entered into contracts with its subsidiary companies, The Standard Gas Light Company of the City of New York, New York Mutual Gas Light Company, the Central Union Gas Light Company of New York, and the New Amsterdam Gas Company, to supply it with whatever gas it requires, a certain minimum, however, to be taken.

We append copies of the agreements—Appendix II. The principal terms of the contract with the Standard Gas Light Company are that each month it shall render to the Consolidated Company an account of its expenditures for materials and labor used in the manufacture of the gas delivered and that the Consolidated Company shall pay to The Standard Company this amount, together with an additional ten (10%) per cent. for its services and the use of its plant and appliances.

The wording of the contract with the New Amsterdam Gas Company is similar to that with the Standard Company, with the exception that it expressly states that the amount of the so-called "station repairs" is to be added to the cost and that this cost, together with the additional ten (10%) per cent. shall be in full for the services of the company, for the use of its plant and appliances, for all claims for taxes and insurance thereon, for all administrative and general expenses and of all claims whatsoever, except that the Con-

8432 solidated Company further agrees that it will pay to the New Amsterdam Company interest at the rate of five (5%) per cent. per annum upon the amounts expended by the latter company in making additions to its Ravenswood Works since March 1st, Nineteen Hundred and One, for the purpose of increasing or facilitating the manufacture of gas.

The following is a statement of the quantities of gas purchased from these subsidiary companies, together with the total cost, and the rate per 1,000 cubic feet.

GAS PURCHASE

Manufacturer.	Quantity.	Cost.	Per M cu. ft., cents.	Cost plus 10%	Per M cu. ft., cents.
Standard Gas Light Co...	403,309,322	$118,775.85	29.45	130,653.45	32.39
N. Y. Mutual Gas Light Co.....	267,696,800	86,929.59	32.47	95,622.55	35.72
Central Union Gas Co....	87,976,400	24,684.64	28.06	27,153.09	30.86
New Amsterdam Gas Co..	2,173,196,400	624,069.49	28.72	686,476.44	31.59
Total Gas Purchased.	2,932,178,922	$854,459.57	29.14	939,905.53	32.05

From the above summary, details of which will be found in Schedule "4," it will be observed that in the New Amsterdam Gas Company where, according to the terms of its agreement, the method of computing the manufacturing costs most closely resembles that followed by the Consolidated Company, the cost per 1,000 cubic feet is 28.72 cents, as compared with the 32.39 cents of the Consolidated Company, a difference of 3.67 cents.

The total amount, $997,039.89, entered in Exhibit No. 94, as the cost of manufacturing gas under agency agreement, is made up as follows:

Gas purchased, as above		$939,905.53
Less: Sold to Central Union Gas Co.		1,014.68
		938,890.85
5 per cent. interest on amount expended by New Amsterdam Gas Co. on construction		58,149.04
Total		$997,039.89

8433 From the above amount, however, we have excluded the ten (10%) per cent. added to the costs as well as the five (5%) per cent. on new construction added by the New Amsterdam Company. All the companies in question are controlled by the Consolidated Company. The percentages merely represent an amount which the controlling company has arbitrarily added to the cost of gas supplied by the subsidiary companies in order to provide the proportion, applicable to such supply, of their fixed charges and dividends. They are, therefore, not an addition to the cost of gas as viewed from the standpoint defined to us, viz.: the cost of manufacturing and distributing it to the private consumers of the City of New York. Possibly some allowance for property taxes and depreciation of plant, if not already fully covered in the accounts rendered, might be added to the cost. As, however, we have not had an opportunity of making an examination of the books of the subsidiary companies we are unable to say what amount, if any, should be so added.

ACCOUNT 44, TOTAL COST AT HOLDER.—The total cost at holder, being the aggregate of the previous accounts, we make $4,307,328.46, or 31.69 cents per 1,000 cubic feet, as compared with $4,452,131.26, or 33.52 cents per 1,000 cubic feet, the figures arrived at by the Company, a difference of 1.83 cents.

Were the Consolidated Gas Company in a position to manufacture gas at the average manufacturing costs of its subsidiary companies, viz.: 29.14 cents per 1,000 cubic feet, it would have effected a saving of $492,008.86 in 1905.

ACCOUNT 45, EXPENSE.—This item, $490,855.36, is classified as follows:

8434	Branch Office Expenses	$423,939.22
	Expenses, Meter Shops	51,162.18
	Expenses, Street Department	15,753.96
	Total	$490,855.36

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The subsidiary details of these amounts are as follows:

Offices.

Branch office expense.	Hester St.	Irving Pl.	42nd St.	3rd Ave.	Total.
Wages:					
General	$8,910.79	15,561.58	13,571.41	15,143.49	53,187.27
High Bills	734.05	3,060.32	1,995.92	3,265.93	9,056.22
Applications	5,178.15	7,456.49	6,102.20	8,698.11	27,434.95
Indexing	5,525.88	7,123.68	5,043.29	8,731.34	26,424.19
Regular Bookkeeping	15,235.97	22,780.86	17,724.30	23,605.12	79,346.25
P. P. Bookkeeping	1,898.43	1,768.85	1,455.33	1,892.58	7,015.19
Regular Collecting	19,787.76	27,059.91	18,793.23	29,357.53	94,998.43
P. P. Collecting	5,130.13	4,995.65	3,796.88	5,330.03	19,252.69
Stove Collecting	146.47	223.81	840.60	693.43	1,904.31
Cashier	7,268.60	8,978.83	9,064.34	10,451.71	35,763.48
Stoves	1,042.86	2,514.87	4,156.32	5,610.27	13,324.32
Indexing—Bonus	335.25	466.75	241.25	473.50	1,516.75
Incidentals	7,167.89	13,508.75	14,490.41	19,548.12	54,715.17
	$78,362.23	115,500.35	97,275.48	132,801.16	423,939.22

Shops.

Meter shop expense.	Hester St.	Ave. "A."	66th St.	114th St.	Meter repairs.	Total.
Wages	$8,114.84	7,629.56	7,750.95	9,867.89	565.81	33,929 05
Materials	1,854.16	3,555.35	3,793.91	5,501.92	2,527.79	17,233 13
	$9,969.00	11,184.91	11,544.86	15,369.81	3,093.60	51,162.18

Street Departments.

Street department expense.	Hester St.	66th St.	111th St.	Total.
Wages	$4,177.81	3,698.29	4,312.87	12,188.97
Materials	1,289.36	1,181.12	1,094.51	3,564.99
	$5,467.17	4,879.41	5,407.38	15,753.96

All these charges with the exception of those connected with the Stove Department, to which we refer more fully afterwards, we consider proper charges against the cost of distributing gas.

8435 ACCOUNT 46, DISTRIBUTING.—The amount entered under this heading, $281,524.12, is made up as follows:

A.	Distribution	$258,383.65
B.	Distribution: General Office Pumping Drips	16,579.27
A.	Distribution: General Office Taking Pressure	6,653.98
D.	Distribution: General Office	*92.78
		$281,524.12

* Red ink in original.

The following is an analysis of the account:

	Shops.				
	Hester St.	114th St.	Avenue "A."	66th St.	Total.
Labor:					
Setting Meters..	$5,105.77	9,731.15	4,693.67	3,029.18	22,559.77
Jobbing.....	23,782.46	44,577.39	28,520.82	23,503.29	120,383.96
Burner Work...	452.95	2,097.25	1,015.50	1,464.27	5,029.97
Setting Stoves...	1,821.56	10,569.55	3,755.82	9,185.01	25,331.94
Material.....	15,323.87	32,654.67	14,834.22	22,265.25	85,078.01
	$46,486.61	99,630.01	52,820.03	59,447.00	258,383.65

The cost of setting meters and stoves might properly be regarded as a construction charge, the piping, etc., installed, being more or less permanent. As, however, on account of the uncertainty of the amount of use to be got out of these installations, the asset is rather a precarious one, we would consider it good business policy to write off each year a liberal allowance for depreciation. Therefore, after consultation with the Advisory Board of Engineers, we decided that it was proper to admit the amount of this account on the
8436 ground that the expenditures of the year would, in all probability, approximate the amount which should be written off as depreciation, had the expenditure of previous years been capitalized.

"B" Distribution, General Office—Pumping Drips. This account, which is a proper charge against the cost of distributing gas, is made up as follows:

Labor:	
Hester Street	$6,228.85
66th Street	4,792.32
111th Street	5,314.60
Opening and Closing Valves.....	243.50
	$16,579.27

"C" Distribution, General Office—Taking Pressure. This account is also a reasonable operating charge and is apportioned as follows:

Labor:	
Hester Street	$1,493.63
66th Street	2,534.26
111th Street	1,387.59
Material	1,238.50
	$6,653.98

"D" Distribution, General Office. There is a small credit of $92.78 on this account. It does not call for special comment.

ACCOUNT 47, REPAIRS TO GAS STOVES.—This account is distributed as follows:

8437 Labor $30,641.83
Material 25,312.52

$55,954.35

From our knowledge of gas companies and their accounts, we understand that it is almost their universal practice to conduct the merchandise or gas stove branch of the business, not so much on account of the profit that may be derived from it, but rather as an auxiliary to the gas business. They look to the profit from the sale of gas to reimburse them for any loss connected with the sale of fuel appliances. While we would prefer, for the purpose of determining the cost of manufacture and distributing gas, to eliminate all such items as the above from the accounts, we find it impossible to do so, as the accounts are so intimately connected with and dependent upon each other. We have, therefore, concluded that the best way to deal with the matter is to deduct from the distributing expenses the amount received on account of the rentals of appliances. Before bringing this credit into account, however, we deduct the amount of depreciation which the company wrote off the stoves during 1905. The amount of the credit is as follows:

Rentals received $122,322.60
Depreciation written off 54,954.98

Net Credit $67,367.62

The result is, that instead of a charge to operating of $55,954.35 for Account No. 47, we have a credit of $11,413.27, being the difference between the former sum and the rental less depreciation, viz.: $67,367.62. This credit is more than offset by the charges
8438 in Account No. 45 for stoves and stove collecting, $13,324.32 and $1,904.31 respectively, in Account No. 46 for stove setting $25,331.94, exclusive of material, in Account No. 58 for general office, new business, $60,575.28, in Account No. 61 for advertising $5,590.22, and by the proportion applicable to the Stove Department of rents, taxes and other general expenses.

ACCOUNT 48, REPAIRS TO MAINS.—The amount expended on this account during the year, $126,110.31, is made up as follows:

	Hester St.	66th St.	111th St.	Total
Labor	$24,995.19	32,689.87	31,202.52	88,887.58
Material	10,942.48	12,615.12	13,665.13	37,222.73
	$35,937.67	45,304.99	44,867.65	126,110.31

The following is a statement of the main mileage:

	Miles.
At December 31, 1904	815.974
Laid during year 1905	11.327
	827.301
Taken up during 1905	2.873
	824.428
Abandoned during 1905	19.834
At December 31, 1905	804.594

This gives an average mileage of 810.284 miles for 1905, maintained at an average cost of $155.63 per mile.

8439 During the course of our examination we found certain charges, in respect of relaying pavements, etc., which appeared to us to be excessive when treated as repairs. We submitted them to the Board of Engineers, and the following is an extract from the minutes of their meeting held on November 10, 1906.

"Resolved, That the attention of the Accountants and Corporation Counsel be drawn to the Repairs to Mains Account for the reason that, from lack of specific information, the Engineers are not able to decide what are Operating Charges. They are, however, of the decided opinion that outside of small repairs involving not more than $100, a considerable proportion should be charged to Construction Account."

The Street Mains Capital Account appears in the books as follows:

At December 31, 1904	$7,433,800.57
Added during year 1905	83,548.08
	7,517,348.65
Depreciation written off	90,561.54
At December 31, 1905	$7,426,787.11

ACCOUNT 49, REPAIRS TO SERVICES.—This account is distributed in the books as follows:

	Hester St.	66th St.	111th St.	Total
Labor	$11,610.68	16,935.49	17,857.20	46,403.37
Material	13,192.78	15,956.28	13,481.03	42,630.09
	$24,803.46	32,891.77	31,338.23	89,033.46

8440 The following is a statement of the number of services:

At December 31, 1904	88,685
Installed during 1905	2,745
	91,430
Cut off during 1905	4,921
At December 31, 1905	86,509

While the Capital invested is:

At December 31, 1904	$1,221,831.83
Added during year	37,797.54
	1,259,629.37
Depreciation during year	37,401.00
At December 31, 1905	$1,222,228.37

or equal to $14.13 per Service.

With a view to satisfying ourselves that the charges to both Operating and Construction were proper, we made a detailed examination of the Pay-Roll Tickets, and found that a considerable number of extensions and increases to services had been charged to operating expense instead of to construction. The labor on this work, detailed in Schedule 5, is as follows:

Branch	
Hester Street	$609.14
66th Street	107.71
111th Street	1,133.46
	$1,850.31

8441 From the fact that the material used is not recorded on these Pay-Roll Tickets, we were unable to determine what additional amount should be added on this account to the above cost of labor.

The operating charge therefore falls to be adjusted as follows:

As per Exhibit No. 94	$89,033.46
Deduct: As above	1,850.31
Charge, as adjusted	$87,183.15

or equal to 99.5¢ per average service in use during the year.

ACCOUNT 50, REPAIRS TO METERS.—The amount charged to this account during the year 1905 was as follows:

Labor	$126,069.90
Material	46,855.62
	$172,925.52

The number of meters in use and on hand during the same period was:

Ordinary meters.	December 31, 1904.	December 31, 1905.
In use	286,566	296,981
Set Locked	27,104	27,746
In Stock	1,968	2,310
At Repair Shop	17,037	19,740
At Factories	99	609
Total	332,774	347,386

8442

Prepayment meters.		
In Use	87,320	93,349
Set Locked	824	2,190
In Stock	469	435
At Repair Shop	1,069	3,825
At Factories	32	45
Total	89,714	99,844
Total Meters Owned	422,488	447,230

represented by a Capital Investment of:

	Meters.	Meter cocks & connections.	Total.
At December 31, 1904	$2,831,674.54	295,492.54	3,127,167.08
Added during 1905	171,521.04	20,216.39	191,737.43
	3,003,195.58	315,708.93	3,318,904.51
Depreciation during 1905	25,646.20	31,570.89	57,217.09
At December 31, 1905	$2,977,549.38	284,138.04	3,261,687.42

or $7.29 per meter owned, irrespective of size.

On the basis of meters in use at the beginning and at the end of the year, we estimate the average number in use to be 382,108, making an average repair cost of 45.25¢ per meter. The number of meters upon which repairs were executed was 100,780, and on this basis the repairs were $1.71 per meter. This cost does not include the up-keep of the meter repair shop and of labor employed on jobbing work. We submitted the whole facts connected with this account to the Advisory Board of Engineers and the following is

an extract taken from the minutes of their meeting held on November 14, 1906.

"Resolved, It is found from the report of Messrs. Marwick, Mitchell & Co. that the average number of meters in use during the
8443 year 1905 was 382,108, that 100,780 meters were repaired during the year, and that the repairs to meters show three separate items as follows:

		Average.
1. Meter Shops	$51,162.18	13.31¢
2. Repairs to Meters	172,925.52	45.25¢
3. Labor, Jobbing Work	120,383.96	31.50¢
	$344,471.66	90.06¢

The item, Labor, Jobbing Work, may include jobbing on stoves, but the amount cannot be determined. In addition, the material used on this Jobbing Work has to be added to the above figures.

The cost of Meter Shops must be included in the cost of Repairs to Meters, and would make the average cost of repairing a meter, excluding jobbing, 58.56 cents per meter in use.

We find the average cost of the Repairs to Meters as given by the Massachusetts Gas and Electric Light Commission in the year 1904, 42.5 cents. The same cost for the year 1905 was 49 cents. In the year 1904 the number of meters installed in Massachusetts was 285,765, and in 1905, 304,638. These figures include the expenditures and renewals account of a number of small companies in Massachusetts.

In consequence, on account of the obscurity and lack of definiteness of these accounts, we are compelled to pass them, but would point out the extravagance of the meter repairs of the Consolidated Gas Company of New York."

Account 51, Repairs to Buildings.—The Repairs to Buildings, outside of those connected with the various manufacturing
8444 stations, were as follows:

	Labor.	Material.	Total.
Hester Street Branch	$28.43	62.16	90.59
Irving Place	47.07	13.90	60.97
42nd Street Branch	3.25	173.95	177.20
3rd Avenue Branch	261.06	301.77	562.83
Hester Street Shop	3.97	81.25	85.22
Avenue "A" Shop	125.20	66.34	191.54
66th Street Shop	193.39	127.42	320.81
114th Street Shop	446.26	308.88	755.14
Meter Repair Shop	1,990.68	2,965.06	4,955.74
Hester St. Street Dept.	589.27	652.06	1,241.33
66th Street Street Dept.	877.92	380.83	1,258.75
111th Street Street Dept	129.02	62.09	191.11
General Office	1,507.53	3,000.60	4,508.13
Stables	323.98	393.34	717.32
	$6,527.03	8,589.65	15,116.68

In Schedule 3 will be found details of the amounts rejected by us as improper charges to this account. Of these rejections, the amount of $1,618.13 is on account of work done to properties not occupied by the Company and the balance $1,227.62 as being more properly applicable to construction, all conform to minutes of meeting of the Advisory Board of Engineers of November 10, 1906.

ACCOUNT 52, TOOLS AND IMPLEMENTS.—This account, $15,610.59 is made up as follows:

	Labor.	Material.	Total.
Hester Street Shop	$10.95	187.44	198.39
Avenue "A" Shop	74.54	390.68	465.22
66th Street Shop	123.93	1,225.45	1,349.38
114th Street Shop	189.41	387.62	577.03
Meter Repair Shop	1,090.42	1,358.69	2,449.11
Hester Street Street Dept	1,437.66	2,124.55	3,562.21
66th Street Street Dept	1,856.10	1,391.99	3,248.09
111th Street Street Dept	1,119.45	1,134.43	2,253.88
General Office	1,261.39	245.89	1,507.28
	$7,163.85	8,446.74	15,610.59

These items we consider a proper charge against the cost of distributing gas.

8445 ACCOUNT 53, STREET LAMPS.—The amount appearing as the cost of maintenance of Street Lamps is $289,259.09, and is made up as follows:

	Hester St.	66th St.	111th St.	Total.
Labor, Fitting, Repairing	$2,130.72	4,228.28	5,074.79	11,433.79
Labor, Lighting, Extinguishing and Cleaning	59.33	134.58	400.50	594.41
Welsbach St. Lighting Co.	56,363.47	55,967.73	209,073.69	321,404.89
Labor, Inspecting	912.50	754.50	2,169.50	3,836.50
Pipe and Fittings	485.00	602.20	872.71	1,959.91
Glass	33.00	12.00	41.70	86.70
Repairing Material	1,099.32	1,764.08	986.25	3,849.65
Sundries	3,307.01	3,786.33	22,075.54	29,168.88
Reverse entry for sales reserved for maintenance of City Lamps	26,214.31	25,933.22	99,542.88	151,690.41
	$90,604.66	93,182.92	340,237.56	524,025.14
Credits	42,344.99	44,157.89	148,263.17	234,766.05
	$48,259.67	49,025.03	191,974.39	289,259.09

The cost of the Maintenance of Street Lamps should not enter into the cost of distributing gas to the private consumers of the city. When considering the cost of gas, it must be clearly kept in view that, under present conditions, there are two contracts, the first with the ordinary consumer for the supply of gas for illuminating and fuel purposes and the second, with the City of New York for the supply of gas for Street Lighting. These contracts differ, inasmuch as the ordinary consumer is charged a rate of $1.00 per 1,000 cubic feet of gas consumed, while the contract with the City provides for lighting at yearly rates per lamp, varying according as the capacity

of the burner varies and the reimbursing to the Company of expenditures on account of repair work and also all new work. As we have only to deal with the contract affecting the private consumers, we eliminate from our accounts the amount charged under the above heading. At the same time we also eliminate the amount of gas used in the street lamps, viz.: 270,779,677 cubic feet.
8446 This makes our devisor for arriving at the cost of distributing gas 13,012,384,090 instead of 13,283,163,767 as in Exhibit No. 94.

ACCOUNT 54, INTEREST ON CONSUMERS' DEPOSITS.—The Consolidated Gas Company, as also all other Gaslight Companies doing business in the City of New York, is empowered by law to require a deposit from every consumer in order to protect itself against loss. This deposit may be as high as the estimated consumption of gas for two months. Legal interest must be paid on the deposits and the amounts so paid during the year were as follows:

Hester Street Office	$13,411.91
Irving Place Office	9,801.11
42nd Street Office	7,247.15
3rd Avenue Office	12,258.79
General Office	8,672.56
	$51,391.52

The amount of the deposits at December 31, 1905, was $920,685.80, as compared with $835,482.86 at December 31, 1904.

The amount of this interest, in our opinion, is not a proper charge to the cost of distributing gas. The Company has the use of these deposits as working capital and were it not so would, presumably, have either to borrow a similar amount at or about the same cost or the stockholders would have to provide it.

ACCOUNT 55, BAD AND DOUBTFUL DEBTS.—These for the year 1905 amount to $82,995.11, distributed as follows:

8447 Hester Street Office	$8,982.18
Irving Place Office	24,832.48
42nd Street Office	20,970.90
3rd Avenue Office	28,209.55
	$82,995.11

Bad debts are more properly a charge against "Contingencies" than against the actual cost of distributing gas. Moreover, the Company should not incur such losses, at least to any appreciable amount, in view of the safeguards they have, as referred to under heading Account 54. In order not to complicate matters, however, we admit the amount claimed, as a charge against the operations of 1905.

ACCOUNT 56, PROFIT AND LOSS ADJUSTMENT.—There is a credit balance of $29,683.92 on this account. Of this amount $17,792.19 is on account of the adjustment of inventories of materials on hand

and $5,047.50 for profit on the sale of Fuel Appliances, while the balance is composed of a large number of miscellaneous credits.

ACCOUNT 57, TOTAL DISTRIBUTION.—The total cost of distribution, as stated in Exhibit No. 94, Summary of Operations for 1905, is $1,641,092.19, or 12.35c. per 1,000 cubic feet. This we have reduced to $1,228,377.90, or 9.43c. per 1,000 cubic feet, a difference of $412,714.29, representing 2.92c. per 1,000 cubic feet.

ACCOUNT 58, EXPENSES—GENERAL OFFICE.—The charges classified under this heading are as follows:

8448

Salaries:

General Expense		$99,807.42
Engineering, Draughtsmen and Clerks		38,211.95
Mains & Service—Superintendents		6,254.59
Bookkeeping Department		19,944.62
Collecting Department		1,400.04
Cashiers' Department		5,199.96
Street Department		1,066.60
Meter Department		9,256.74
Incidentals		67,844.31
		248,986.23
New Business—General Office:		
Fuel Department—Pay Roll	$35,787.77	
Donations of Appliances	268.44	
Pipe for P. P. Meters	3,225.58	
Advertising	3,114.22	
Commissions, Branch Offices	3,481.41	
Rents	1,500.00	
Gas Arc Commissions	9,112.55	
Incidentals	2,214.75	
Monthly Magazine "Gas Logic"	1,870.56	
		60,575.28
Claims for Damages		30,438.00
		$339,999.51

We have carefully examined this account and are of opinion that the following items should not, for the reasons afterward stated, be included in the cost of manufacturing and distributing gas during the year under review:

Legislative Investigation Expenses	$25,671.74
Miscellaneous Extraordinary Expenses	1,604.21
Claims for Damages	3,800.00
	$31,075.95

At the meeting of the Board of Advisory Engineers, held on November 7, 1906, we submitted the list of General Office Officials and Employees as detailed in Appendix III. Consideration was given,

more especially to those salaries included under the classification "General Office," and the following Resolution was finally adopted:

"Whereas, The members of the Advisory Board of En-
8449 gineers are satisfied that a large proportion of the work covered by the General Office salaries, amounting to $99,-807.42, has been devoted to Construction, Organization of New Plants, and also to the care of other investments, and

"Whereas, It is impossible from the data furnished to determine this amount accurately, the Board of Advisory Engineers submit for the consideration of Corporation Counsel and the Accountants the following resolution:

"*Resolved*, That we call this matter to the particular attention of Corporation Counsel and the Accountants, with a request that they give it consideration before finally presenting the matter to the Court."

In terms of this minute we carefully considered the question of the apportionment of the General Office Salaries, but, whilst we feel that a proportion of these charges is properly applicable to construction and other interests not connected with the cost of manufacture and distribution of gas, we are unable to state, from the data in our possession, the proper amount which should be so applied.

Included under the classification "Incidentals" are certain items of expenses connected with the present "Legislative Investigation." As this Investigation is principally for the purpose of determining the amount of profit, arising from the sale of gas to New York Consumers, which accrues to the Stockholders of the Consolidated Gas Company, we consider that the expense in connection with it should not be included as part of the cost of gas, but should rather be regarded as a charge against the margin existing between the cost and the price received. The items rejected on this account amount to $25,671.74 and are detailed in Schedule 6.

8450 In addition to the expenditures dealt with in the foregoing, there are a number of charges in respect of miscellaneous expenses of an extraordinary nature. They amount to $1,604.21, as detailed in Schedule 7 and have been rejected by us as not being proper charges to the cost of manufacturing and distributing gas during the year 1905.

We have examined the account "Claims for Damages" and find that it is composed, very largely, of payments in respect of accidents which occurred prior to the year 1905. As, however, the payments on account of the 1905 accidents will be borne by the operations of future years, we allow the charges made against the year as an offset. In Schedule 8 will be found details of several payments made on account of an accident which occurred on December 13, 1898, in connection with the erection of part of the plant. These we have eliminated, as they are not operating, but construction charges.

ACCOUNT 59, VACATIONS AND SICKNESS.—The amount expended on this account during the year 1905 was $8,175.20 and is a reasonable Operating Expense.

ACCOUNT 60, AUTOMOBILES.—The charge on account of automobiles appears to be proper. It is made up as follows:

	Street dep't.	Expense accounts.	General.	Total.
Labor	$[illegible]5.74	1,344.12	622.00	2,381.86
Material	469.07	1,315.15	967.08	2,682.30
	$815.81	2,659.27	1,589.08	5,064.16

ACCOUNT 61, ADVERTISING AND LEGAL.—The following is a statement of this account as it appears in Exhibit No. 94, together with our adjustments:

8451

	Exhibit No. 94.	Amounts Rejected.	Amounts Admitted.
Advertising	$11,888.56	6,020.34	5,868.22
Legal Expenses	77,425.48	52,110.55	25,314.93
Franchise Litigation	5,270.76	5,270.76	—
Legal and Arrears	11,215.22	—	11,215.22
	$105,800.02	63,401.65	42,398.37

An examination of the Advertising Account reveals the fact that it is composed of the following items:

Henry Romeike, Inc.	$232.30
Robert B. Livingston	5,512.66
F. B. Thurber	3,000.00
Cash Payments	3,143.60
	$11,888.56

Henry Romeike, Inc., supplied newspaper clippings and was succeeded in this business by Robert B. Livingston. Along with his duties of supplying newspaper clippings Mr. Livingston was Editor of the Magazine, "Gas Logic." The expense was partly on account of investigation work and partly on account of general business, including New Business. In our opinion, the best method of arriving at a proper distribution is to apportion the balance equally, after eliminating $295.72 expended for furniture for Mr. Livingston. A sum of $2,724.62 has thus to be admitted as an operating charge and a similar amount rejected. The payments to F. B. Thurber, amounting to $3,000, were, we are informed, more of the nature of a subscription to the Civic Federation, and therefore must be rejected as not bearing on the cost of gas to the consumer. The cash payments of $3,143.60 were for "New Business" and other advertising and are admitted as proper charges:

The Legal Expense Account is composed of the following items:

8452

Monthly estimated charge of $4,000	$48,000.00
Amount to adjust at close of year	548.88
Legislative Investigation Expenses	28,876.60
	$77,425.48

The amount of $48,548.88, included in the accounts for general and ordinary legal expenses for the year, exceeded the amount of the actual payments by $7,705.38. This sum was insufficiently provided for prior to January 1, 1905, and had consequently to be included in the 1905 accounts. We now exclude it. Of the actual payments, $40,843.50, we also exclude $15,528.57 as not properly applicable to the cost of gas for 1905. The following are the particulars of this amount:

Sherman & Sterling, amount recoverable from Contractors	$664.40
David McClure, 1904 Account	7,850.64
H. D. MacDona, 1904 Account	143.68
H. D. MacDona, Salary as Special Counsel	3,000.00
H. D. MacDona, Investigation Work	1,274.35
Edward Carroll, Services, Gas & Electric Investigation	51.50
John G. Milburn, Counsel for Special Work	750.00
Robert P. Porter, Counsel, Municipal Ownership	1,000.00
R. Fox, Investigation Work	640.00
Fidelity Deposit Co. of Md., Bond suit 1898, Explosion of gas holder	154.00
	$15,528.57

In all we therefore reject $23,233.95 of the amount charged in respect of general and ordinary Legal Expenses. We have also to reject, for the reason already stated under heading Account No. 58, the charges of $28,876.60 in connection with the Legislative Investigation.

The charges in connection with Franchise Litigation are also a charge against the profits of the Stockholders, and therefore not applicable to the cost of gas to the consumer.

The expenses in connection with the legal and arrears de-
8453 partment of the business are legitimate exp-nses, and are consequently allowed.

Account 62, Real Estate Rents.—During the year 1905 the Company paid out on account of rents for Real Estate, Offices, etc., $42,674.71. This expenditure all applied to the year with the exception of a sum of $625.00 for rent of office at 44 Wall Street for the last three months of the year 1904. This amount we have consequently excluded.

Account 63, Gas Companies Mutual Aid Society.—There was paid on this account $6,413.99, and we have allowed the charge as a proper one against the Cost of Manufacturing and Distributing Gas.

Account 64, Superannuation.—During the year the Company paid $14,943.86 on account of superannuation. While, theoretically, this is not a charge against the Cost of Operating, we consider it a wise and prudent expenditure by the Company, and have consequently allowed it. A provision of this nature, in our opinion, tends to improve and maintain good relations between Employer and Employee, and reflects on the quantity and quality of the work done.

Account 65, Insurance.—The only deductions we have made

from this account of $54,031.83 is in respect of the proportion of the premium on the Employers' Liability Insurance, viz.: $152.44, applicable to construction work. In Appendix "1" we submit details of the insurance carried for the year 1905. This Appendix is especially interesting in that it shows the valuations placed by the Company on the various parts of its plant for insurance purposes.

8454 ACCOUNT 66, TAXES.—This Account is made up as follows:

Taxes on Real Estate used in the business of the Company		$176,850.10
Taxes on Personal Property		88,839.00
Taxes on Special Franchises		406,909.23
Taxes on Mains, Pipes, etc.		14.91
Taxes on Income from Gas Business		70,538.02
		743,151.26
Taxes on Income from Investments in Other Securities	$5,257.48	
Taxes on Real Estate from which the Company draws Rents	2,928.85	
Taxes on Dividends in excess of 4%	120,000.00	
Interest on Unpaid Taxes	94,506.29	
		222,692.62
		$965,843.88

The first five items, aggregating $743,151.26, are proper charges to the Cost of Manufacturing and Distributing Gas, and have been allowed by us. The remaining ones, aggregating $222,692.62, have been rejected for the following reasons: The Taxes on Income from Investments in other Securities, $5,257.48, is a charge against the Revenue received from them. The taxes on Real Estate from which the Company draws rents is a charge against these rents. The Taxes on Dividends paid in excess of four per cent. are not a charge against the Cost of Operations, but against the Surplus Revenue out of which this excess Dividend was paid. The interest on Unpaid Taxes must also be excluded from the cost of Operating the business If the Company chooses to contest any Taxes, the expense of such a contest cannot be levied on the consumers of the years subsequent to that in which the tax was payable.

ACCOUNT 67, CONTINGENT EXPENSE.—The amount entered under this classification is $1,328,316.37, or 10 cents per thousand
8455 feet of gas sold. It is entered in the Gas Company's accounts as a charge to Operating and as a credit to a reserve account called "Renewal and Contingency Account." It is, therefore, purely a bookkeeping entry and not an actual expenditure. At the close of 1905 the amount of $282,219.67 was debited to this reserve account, but again this did not represent any actual expenditure, but was simply a charge to the Renewal and Contingency Account and a credit to various plant accounts for estimated depreciation, as may be seen from the following authorization entered in the Company's books:

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"*Resolved,* That the officers of this Company be, and they hereby are, authorized and directed to apply from the amount now at the credit of Renewal and Contingency Account, the sum of $282,219.67 to cover the amount of loss and depreciation in, or cost of replacement of, certain items of this Company's property specified in a memorandum signed by the Secretary of this Company, the same to be entered in detail upon its books."

Plant	$3,424.00
For the original cost of sundry plant and apparatus dismantled during the year, to make room for new plant and apparatus plus the cost of dismantling, less what was recovered from the sale of old apparatus as scrap or from its use as repair material. Also the book value of plant and apparatus sold, less the amount recovered.	
Mains	90,561.54
For the book value of mains abandoned during the year and the book values of mains replaced during the year with mains of larger capacity less the value as stock of the old mains taken up.	
Services	37,401.00
For the book value of services taken up or cut off and abandoned in the street during the year.	
Meters	25,646.20
For the book value of meters condemned, lost or destroyed during the year.	
Meter Cocks & Connections.....	31,570.89
For the depreciation and replacement during the year, estimated at 10% of the book value.	
Horses, Wagons & Harness.....	5,338.62
For the depreciation and replacement during the year, estimated at 20% of the book value.	
Office Furniture & Fixtures.....	8,140.87
8456 For the depreciation and replacement dur- the year, estimated at 20% of the book value.	
Tools & Implements	24,483.65
For the depreciation and replacement during the year, estimated at 40% of the book value.	
Carried Forward	$226,566.77
Brought Forward	$226,566.77
Gas Stoves	54,954.98
For depreciation and replacement during the year, estimated at 20% of the book value.	
Automobiles	697.92
For the depreciation and replacement during the year, estimated at 10% of the book value.	
	$282,219.67

(Signed) R. A. C., *Secretary.*

In Schedule "1" we give the full details referred to in the authorization.

It will be observed that the amount entered under the heading "Mains," viz., $90,561.54, includes depreciation for the years 1903 and 1904, as well as that for 1905. The particulars are as follows:

	1903.	1904.	1905.	Total.
2" Mains..	—	68.75	—	68.75
3" " ..	$24,210.80	5,488.70	8,074.50	37,765.00
4" " ..	16,134.40	13,943.20	10,440.80	40,518.40
	$40,336.20	19,500.65	18,515.30	78,352.15

The amount applicable to years prior to 1905 is therefore $59,836.85.

The arbitrary charge of 10 cents per 1,000 feet for contingencies and renewals we have excluded from the accounts as not being a proper charge against the cost of the manufacture and distribution of gas, and in its place have substituted the amount of the actual charges made by the Company during the year for depreciation, viz., $282,219.67, less $59,836.85 applicable to prior years, or
8457 $222,382.82, equal to 1.71 cents per 1,000 cubic feet distributed. Of this amount we have included under Account No. 67 the sum of $167,427.84, equal to 1.29 cents per 1.000 feet, and the balance $54,954.98, equal to .42 cents per 1,000 feet, being the depreciation on gas stoves, we have included, as already explained, in Account No. 47.

In regard to the sufficiency of the amount we have included for depreciation, we quote as follows from the minutes of the meeting of the Board of Advisory Engineers, held on November 24:

"Resolved, That the Advisory Board of Engineers recommend that the amount of $222,382.82 be accepted as the actual depreciation for the year 1905 and be incorporated in their report, and

Further, that this actual depreciation of 1.71 cents per 1,000 cubic feet of sales, added to the actual repairs made, amounting to 5.61 cents, making a total of $937,534.26, or 7.32 cents per 1,000 cubic feet, is apparently a proper and sufficient amount of depreciation and repairs for modern and large works of the capacity of the Consolidated Gas Company."

ACCOUNT 68, TOTAL GENERAL EXPENSES.—The Total General Expenses in Exhibit "94" amount to $2,871,263.53, equal to 21.62 cents per thousand cubic feet of gas distributed to general consumers. For the reasons explained in the foregoing pages, we have reduced this amount to $1,392,427.34, equal to 10.69 cents per thousand cubic feet of gas distributed, a difference of $1,478,836.19, equal to 10.93 cents per thousand cubic feet.

ACCOUNT 69, FIXED CHARGES.—In Exhibit "94" the Fixed Charges are stated at $972,423.44, and are on account of in-
8458 terest on Bonded Debt. This charge we have excluded as not coming within the scope of our inquiry as to the cost of manufacturing and distributing gas.

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ACCOUNT 70, TOTAL OPERATING COST.—The total Operating Cost, as shown in Exhibit No. 94, summary of operations for 1905, is $9,936,910.42, equal to 74.81 cents per thousand cubic feet distributed. On the same basis we make the operating cost $6,928,133.70, equal to 51.81 cents per thousand cubic feet, a difference of $3,008,776.72, and 23 cents per thousand cubic feet respectively. In addition to this difference, effect has to be given to the following:

1. Discount. The practice of the Company is to charge all their accounts gross, crediting any cash discount to Discount Account. This discount should come into the credit of the accounts as a deduction from the costs. The amount applicable to operating is.....	$6,006.12
2. Wharfage. Sundry Income is received from shippers for the use of the wharfs. As the cost of running these wharfs is charged to operating, so must all revenue of this nature be credited to it.....	709.24
	6,715.36
3. Deduct. Special Deductions. It is often found necessary to make special deductions to customers, and these are a charge against operations, although not so included by the Company.....	1,320.00
Total.....	$5,395.36

In arriving at the cost per 1,000 cubic feet of manufacturing and distributing gas, it is necessary also to take into account the amount of the leakage. This, which includes the gas used by the Company, viz., 64,077,056 cubic feet, is 300,990,555 cubic feet, and must be included as a distribution charge at the average cost of manufacture, as our method of entering the leakage differs from that adopted by the Company, inasmuch as they use, as their divisor,
8459 the quantity manufactured, less the above leakage, while we adopt, as ours, the quantity manufactured. This adjustment amounts to .73 cents per thousand cubic feet.

These differences have the effect of bringing the total cost of manufacturing and distributing gas in the City of New York to 52.50 cents per thousand cubic feet.

GENERAL.

In considering our conclusions, it should be kept in mind that in all cases where any doubt existed regarding the correctness of the Company's allocation of its charges and where we could not obtain such definite information as was required to adjust them, we allowed the figures to stand as stated by the Comapny. The following are a few of these doubtful items: No proportion of the General Office

Salaries, $99,807.42, has been charged to Construction Work or to Revenue received from Investments in other securities. Nothing has been charged to the Revenue from Street Lighting Contracts on account of general office expenses, including Distribution. The total of these expenses amount- to approximately $1,375,000. The proportion of gas sold for Street Lighting purposes is about 2% of the total. From the Minutes of the Meetings of the Advisory Board of Engineers it will be observed that a number of doubtful charges to the various repair accounts, including mains, meters and apparatus, have been conceded to the Company. All the expenditures in connection with the Stove Department have been admitted. We have allowed the total amount of the Bad and Doubtful Debts, although strongly of opinion that it is excessive if not actually avoidable. The price of 52.50 cents, as determined by us, must, therefore, be
8460 considered a very liberal allowance, one which includes a considerable margin to cover all ordinary contingencies.

Yours, truly,

MARWICK, MITCHELL & CO.

EXHIBIT "A."

MEETING No. 1.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plant of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Wednesday, October 17, 1906.

Present:

C. V. Lacombe
H. H. Edgerton
Alfred W. Booraem
Wm. D. Marks
James Marwick
A. Bowman } of Marwick, Mitchell & Co. in Attendance.
James Hall

The meeting was called to order by Professor Marks, and Mr. Lacombe was elected Chairman.

Mr. Marwick submitted a Memorandum of Vouchers which had been set aside for the consideration of the Board, to be rejected, approved or held subject to further investigation, as they determined.

It was suggested by the Board that the Accountants prepare Schedules of the expenses incurred in reconstructing the plant
8461 and equipment at 21st Street and 44th Street Stations. It was understood that such schedules would include only the more important items which would afford a fair idea of the extent of the expenditures for these purposes. It was explained by the Accountants that the preparation of such schedules and memoranda for the consideration of the Board would tend to prolong their investigation,

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but that the advantages resulting therefrom fully justified this course if the Court was likely to concede any extension of time necessary. It was also explained by the Accountants that as all vouchers had to be checked into one Ledger, it was essential to the early conclusion of their work that access be afforded them to the Ledger and Vouchers so that they could work three eight hour shifts of men in checking it. After all the vouchers submitted to them were checked, they would require further time to carefully inspect the Ledger to ascertain whether any vouchers were missing and to investigate such cross entries as might have been made in the Ledger.

After further discussion the meeting, on the motion of Mr. Lacombe, was adjourned until Saturday, October 20, 1906 at three o'clock, afternoon. Mr. Lacombe and Mr. Edgerton retained copies of the Accountants' Schedule of Vouchers, to which exception was taken.

(Signed) C. V. LACOMBE, *Chairman.*

8462 MEETING No. 2.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accountants and Plant of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Saturday, October 20, 1906, at three o'clock.

Present:

C. V. Lacombe
Wm. D. Marks
Alfred W. Booraem
James Marwick } of Marwick, Mitchell & Co. in Attendance.
James Hall }

Mr. Lacombe in the Chair:

The Board resumed consideration of the various vouchers which had been set aside by the Accountants. After discussion, they dealt with Vouchers 37 to 98 in the Accountants' Memorandum, rejecting certain and admitting others. At this point it was decided to remit the whole question of these charges to Professor Marks, with power to pass or reject, those being rejected, however, to be submitted to the Board for final disposition.

The Accountants reported that they had prepared Schedules of the chief expenditures included in the repair accounts of the 21st and 44th Street Stations.

The Accountants also reported that they had made a test of the time labor tickets of the Street Department and found that it had been the practice of the Company to charge the extension of services to Repairs and not to Construction. These matters were also referred to Professor Marks.

8463 Mr. Marwick further explained that Mr. Addicks and Mr. Carter had met his request to be allowed to work his Ac-

countants continuously day and night on the Operating Ledger and this work was now progressing favorably.

After a general discussion the meeting, on the motion of Mr. Lacombe, was adjourned until Wednesday, October 24, 1906, at three o'clock, afternoon.

(Signed) C. V. LACOMBE.

MEETING No. 3.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plant of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Wednesday, October 24, 1906, at three o'clock.

Present:

C. V. Lacombe
H. H. Edgerton
Wm. D. Marks
Alfred W. Booraem
James Hall of Marwick, Mitchell & Co., in attendance.

Mr. Lacombe in the Chair:

Before the Board resumed consideration of the vouchers, Professor Marks explained that for the past week he had suffered from serious indisposition and regretted he had, consequently, been unable
8464 to take up the reference from the last meeting, regarding the various vouchers which had been set aside by the Accountants. He further explained that he had now almost recovered and would give the matter his immediate attention. The Board then examined Vouchers Nos. 99 to 404. During the course of the discussion, Mr. Lacombe expressed himself strongly that the Board, in its final report, should not deal with the case of isolated vouchers but treat the subject of the classification of the expenditures in its entirety. This view met with the unanimous approval of the members of the Board present. The meeting adjourned until Saturday, October 27, 1906, at three o'clock in the afternoon.

(Signed) C. V. LACOMBE.

MEETING No. 4.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plants of the Consolidated Gas Company of New York, held at the offices of the Company, 124 East Fifteenth Street, New York City, Saturday, October 27, 1906, at three o'clock.

Present:

C. V. Lacombe,
H. H. Edgerton,
Wm. D. Marks,
James Hall, of Marwick, Mitchell & Co. in attendance.

Mr. Lacombe in the Chair:

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Professor Marks explained that since the last meeting he
8465 had made a careful examination of the first 534 Vouchers rejected by the Accountants. He approved of the rejection of some, while he admitted others as reasonable charges against the Company's Operating Expenses. The Board then took up the consideration of Vouchers Nos. 535 to 621.

After a general discussion, it was decided to adjourn the meeting until Wednesday, October 31, 1906, at three o'clock afternoon.

(Signed) C. V. LACOMBE.

MEETING No. 5.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plants of the Consolidated Gas Company of New York, held at the offices of the Company, 124 East Fifteenth Street, New York City, Wednesday, October 31, 1906, at three o'clock.

Present:

Alfred W. Booraem
James Marwick } of Marwick, Mitchell &
James Hall { Co. in attendance.

It was explained that Mr. Lacombe had telephoned stating that, owing to the fact Professor Marks was engaged as a witness, no meeting would be held until Saturday afternoon, at three o'clock. Mr. Marwick submitted copies of letters which were being sent to Mr. Carter in connection with the accounts.

(Signed) C. V. LACOMBE.

8466 MEETING No. 6.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plants of the Consolidated Gas Company of New York, held at the offices of the Company, 124 East Fifteenth Street, New York City, Saturday, November 3, 1906, at three o'clock.

Present:

Wm. D. Marks,
H. H. Edgerton,
James Hall, of Marwick, Mitchell & Co. in attendance.

Mr. Hall explained he had received a telephone message from Mr. Lacombe to the effect that he would be unable, owing to important personal business, to attend the meeting. In his absence, Dr. Marks was called to the Chair and the Board resumed consideration of the vouchers rejected by the Accountants and dealt with Nos. 622 to 734.

Dr. Marks explained that he hoped to complete his examination of the remainder of the rejected vouchers before the next meeting

of the Board, and he would then be in a position to discuss more fully the present position of the work.

After a general discussion, the meeting was adjourned to the afternoon of Wednesday, November 7, three o'clock.

(Signed) WM. D. MARKS.

8467 MEETING No. 7.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plant of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Wednesday, November 7, 1906, at three o'clock.

Present:

C. V. Lacombe
H. H. Edgerton
Wm. D. Marks
James Hall, of Marwick, Mitchell & Co. in attendance.

Mr. Lacombe in the Chair:

Dr. Marks reported that he had now completed his examination of the vouchers rejected by the Accountants and that these charges were now being scheduled. This work, Mr. Hall stated, would be completed by the date of the next meeting.

Dr. Marks submitted a list of the employees on the General Office payroll and after a general discussion, moved as follows:

Whereas, The members of the Advisory Board of Engineers are satisfied that a large proportion of the work covered by the General Office salaries, amounting to $99,807.42, has been devoted to Construction, Organization of New Plants, and also to the care of other investments, and

Whereas, It is impossible from the data furnished to determine this amount accurately, the Board of Advisory Engineers
8468 submit for the consideration of Corporation Counsel and the Accounants, the following resolution:

Resolved, That we call this matter to the particular attention of Corporation Counsel and the Accountants, with a request that they give it consideration before finally presenting the matter to the Court.

This resolution was seconded by Mr. Lacombe and unanimously carried.

The meeting then took up consideration of the charges made in Exhibit 94 on account of repairs to meters, and after a general discussion it was decided to allow the matter to lie on the table.

The meeting was then adjourned until the afternoon of Saturday, November 10, 1906, at 1:30 P. M.

(Signed) C. V. LACOMBE.

POOR CO

MEETING No. 8.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plant of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Saturday, November 10, 1906, at 1:30 P. M.

Present:

C. V. Lacombe
Wm. D. Marks
H. H. Edgerton
Wm. P. Burr, Assistant Corporation Counsel.
S. Roger Mitchell } of Marwick, Mitchell
James Hall } & Co. in attendance.

Mr. Lacombe in the Chair:

8469 The Accountants submitted classified schedules of expenditures which had, in their opinion, been improperly charged to Operating Expenses.

REPAIRS TO MAKE.—The meeting first took up consideration of this Account and after a general discussion:

Resolved, That the attention of the Accountants and Corporation Counsel be drawn to the Repairs to Mains Account, for the reason that, from lack of specific information, the Engineers are not able to decide what are Operating Charges. They are, however, of the decided opinion that, outside of small repairs involving not more than $100, a considerable proportion should be charged to Construction Account.

The adoption of this resolution was moved by Dr. Marks and unanimously carried.

REPAIRS TO TOOLS AND IMPLEMENTS.

Whereas, In the matter of repairs to Tools and Implements it would appear that telephone sets for 14th Street Station and other small items for 21st Street Station, amounting *in cumulo* to $128.44, are obviously new construction, we would call the attention of Corporation Counsel and the Accountants to these amounts as obviously wrong, while admitting them.

REPAIRS TO APPARATUS.

Resolved, On the motion of Dr. Marks, seconded by Mr. Lacombe, that the Advisory Board of Engineers reject charges to this Account, amounting to $2,133.98, as per schedule, submitted by the Accountants, and because of lack of time to make further in-

8470 vestigations, the admission of various items, amounting to $5,463.45. The Board specially desires to call the attention of Corporation Counsel and the Accountants to the doubt regarding the correctness of these charges to Operations.

REPAIRS TO SERVICES.

The charges to this Account were fully considered by the Board and, after explanations by Mr. Lacombe, it was agreed, on the motion

of Dr. Marks, seconded by Mr. Edgerton, to admit as Operating Charges all the amounts rejected, aggregating $1,059.29. It was explained by the Accountants that a detailed examination had been made of the pay tickets when it was found that a considerable number of increases of services had been charged to this Account. While they had been able to determine the amount of labor employed on this work, no record could be obtained of the material used. After a general discussion, the matter was remitted to the Accountants.

Repairs to Buildings.

The Accountants submitted schedule of charges, amounting to $2,934.25, which they considered either proper against Construction or against Revenue from Rented Properties. After examination their rejection was duly moved and carried.

Repairs to Meters.

A statement was submitted giving the average number of meters in use during the year 1905, 382,108, and the cost of maintenance, including material used in connection with jobbing labor, $344,471.66, or an average of 90.06 cents per meter. The total investment in meters, meter cocks and connections, etc., was, at December 31, 1905, $3,261,687.42, or an average of $7.20 on the basis
8471 of the number of meters owned, viz.: 447,230. The opinion was generally expressed that both the amount of this investment, and the charge for up-keep, were excessive, and the Accountants explained that it appeared to them, from an examination of the vouchers, that a large proportion of the repairs were on account of reconstruction of meters. It was finally agreed to refer the whole matter to Mr. Edgerton for a report.

Distribution Account.

It was explained by the Accountants that this Account had been charged with the labor and material necessary to set meters and stoves, and also with work on jobbing and burners. The accounts, however, had not, so far as the Accountants had been able to ascertain by application to the Secretary of the Company, or from personal observation, been so kept that it could be determined how much material applied to each class of work. The account appeared in the books as follows:

Labor Saving Meters	$22,559.77
Labor Setting Stoves	25,331.94
Labor Burner Work	5,029.97
Labor Jobbing	120,383.96
	$173,305.64

The material used in connection with this labor amounted to $85,078.01, and it was necessary to determine how much of it applied to the various classes of work, and it was further necessary for the Board to state whether the charges for Setting Meters and Stoves

were, in their opinion, proper charges against the manufacture and distribution of gas, or were Capital Expenditures. At the rerequest of the Chairman the Accountants stated that they considered
8472 that this cost might properly be regarded as a Construction charge, the piping, etc., installed being more or less permanent. As, however, on account of the uncertainty of the amount of use to be got out of these installations, the asset is rather a precarious one, they would consider it good business policy to write off each year a liberal allowance for depreciation. After a general discussion it was resolved to admit the charge as an operating one, on the ground that the expenditures of the year would, in all probability, approximate the amount which should be written off as depreciation had the expenditures of the previous years been capitalized.

At this point it was agreed to adjourn the meeting until Wednesday, November 14, 1906, at two o'clock, afternoon.

(Signed) C. V. LACOMBE.

MEETING No. 9.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plant of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Wednesday, November 14, 1906, at two o'clock, afternoon.

Present:

C. V. Lacombe
Wm. D. Marks
H. H. Edgerton
James Hall, of Marwick, Mitchell & Co., in attendance.

Mr. Lacombe in the Chair:

8473 The meeting resumed consideration of the Repairs to Meters Account and after considerable discussion, on the motion of Dr. Marks, seconded by Mr. Edgerton, passed the following resolution:—

Resolved, It is found from the report of Messrs. Marwick, Mitchell & Co. that the average number of meters in use during the year 1905 was 382,108, that 100,780 meters were repaired during the year, and that the repairs to meters show three separate items as follows:—

		Average
1. Meter Shops	$51,162.18	13.31¢
2. Repairs to Meters	172,925.52	45.25¢
3. Labor, Jobbing Work	120,383.96	31.50¢
	$344,471.66	90.06¢

The item, Labor, Jobbing Work, may include jobbing on stoves, but the amount cannot be determined. In addition, the material used on this Jobbing Work has to be added to the above figures.

The cost of Meter Shops must be included in the cost of Repairs to Meters, and would make the average cost of repairing a meter, excluding jobbing, 58.56 cents per meter in use.

We find the average cost of the Repairs to Meters as given by the Massachusetts Gas and Electric Light Commission in the year 1904, 42.5 cents. The same cost for the year 1905 was 49 cents. In the year 1904 the number of meters installed in Massachusetts was 285,765, and in 1905, 304,638. These figures include the expenditures and renewals account of a number of small companies in Massachusetts.

In consequence, on account of the obscurity and lack of
8474 definiteness of these accounts, we are compelled to pass them; but would point out the extravagance of the meter repairs of the Consolidated Gas Company of New York.

On a motion of Dr. Marks, the meeting was adjourned until Friday afternoon, November 16, 1906, at 2 o'clock.

(Signed) C. V. LACOMBE.

MEETING No. 10.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plants of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, Friday, November 16, 1906, at two o'clock, afternoon.

Present:

Wm. D. Marks
H. H. Edgerton
James Hall, of Marwick, Mitchell & Co. in attendance.

Dr. Marks explained that Mr. Lacombe had intimated to him that he would be unable to attend the meeting and desired to have it postponed until the afternoon of the following day, November 17, 1906, at two o'clock.

(Signed) WM. D. MARKS.

8475 MEETING No. 11.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plants of the Consolidated Gas Company of New York, held at the Offices of the Company, 124 East Fifteenth Street, New York City, November 17, 1906, at two o'clock, afternoon.

Present:

C. V. Lacombe
H. H. Edgerton
William D. Marks
S. Roger Mitchell } of Marwick, Mitchell
James Hall } & Co. in attendance.

Mr. Lacombe in the Chair.

Dr. Marks reported that he had applied for a permit for himself and Mr. James Hall to visit the various works and stations of the

Consolidated Gas Company of New York, and that such permit had been refused.

Dr. Marks further explained that he was writing to that effect to Assistant Corporation Counsel Burr, and Mr. Lacombe requested that his name be appended to the letter, as it coincided with his views and he considered it highly advisable that this visit be made.

In viewing these accounts and considering certain items shown, the Chairman, in order to get the matter on record wishes to ask the Accountants if he is correct in stating that certain items of material and supplies purchased are shown to go to certain stations of the company, and that, beyond that point, the Accountants cannot trace to what purpose or use they have been put. Further, from the way in which the accounts have been kept, the Accountants
8476 cannot find or obtain the records showing the charging off of these items, so that the engineers cannot check such charging as correct. Further, that the Accountants have advised us that no proper stock accounts are kept in the General Office. In reply the Accountants assured Mr. Lacombe that his understanding was correct.

On the motion of Dr. Marks, the meeting was adjourned to meet any time at the call of the Chair.

(Signed) C. V. LACOMBE.

MEETING No. 12.

Meeting of the Advisory Board of Engineers in Connection with the Examination of the Accounts and Plant of the Consolidated Gas Company of New York, held at the Offices of Messrs. Marwick, Mitchell & Company, 79 Wall Street, New York City, Saturday, November 24, 1906, at two o'clock, afternoon.

Present:

C. V. Lacombe
H. H. Edgerton
Wm. D. Marks
Wm. P. Burr, Ass't Cor. Counsel.
S. Roger Mitchell } Of Marwick, Mitchell &
James Hall } Co. in Attendance.

Mr. Lacombe in the Chair:

Dr. Marks submitted the following report on a visit made to the works and shops by Mr. Lacombe and himself.

"That the accounts of the Meter Shop and Jobbing Shop
8477 could not be obtained; that Dr. Marks and Mr. Lacombe requested permission to go to the Shops, which was granted, and met Mr. Addicks, on November 22nd; that we asked to see his Shops and the Shop Records, and after some discussion he showed us the system of 4 Irving Place. This system shows that supplies for shops were purchased and charged up by 4 Irving Place, according to their characteristics, to Distribution Account or Mains Account, and unless this material, in the reports of the Shop Superin-

tendents, is shown to have gone to some other shops or to some other account, the amount of this bill shows as a charge against this account. In case such items have been sent to other shops or used for other accounts, the item is reported to 4 Irving Place and a general credit made to the accounts above mentioned.

The next afternoon (November 23), with Mr. Addicks we visited the Meter Repair Shop and one of the Jobbing Shops at 66th Street, and found a complete system of accounting for all material and labor used by these Shops. In the Meter Repair Shop this, of course, was nothing but repairs. At the 66th Street Jobbing Shop it was found that in addition to this, they billed consumers for repairs to stoves other than their own, and also bill for special installation of heaters and other comparatively large expenditures for the consumer, which items were credited to Distribution Account.

The criticism that is made on this system of bookkeeping is that there is no way by which any distinction can be made in the items mentioned between Distribution, Operating Expense or Construction Account, so far as we could see this being predetermined by the Main Office and, as a rule, unchanged by the Shop Superintendent. In this Shop no distinction was made in the apportionment
8478 of material to the various accounts of meter seeting, jobbing, burner ,work, and stove setting, although labor for these accounts is kept separately.

Application was made on or about November 10th to obtain an opportunity to examine the Shops of the Consolidated Gas Company by the representative of the Accountants and of the Advisory Board of Engineers and the delay in granting this very much interfered with and hampered their work."

The question of the Depreciation upon the works and plant was introduced by Mr. Lacombe and after discussion the following motion was submitted by Dr. Marks:

Whereas, a cross-entry on account of depreciation, amounting to $282,219.67, was authorized by the Board of Directors of the Consolidated Gas Company on January 30, 1906, for the year 1905, and

Whereas, upon investigation it proves that part of this depreciation was on account of Mains disused in 1903 and 1904, amounting to $59,836.85.

Resolved, that the Advisory Board of Engineers recommend that the amount of $222,382.82 be accepted as the actual depreciation for the year 1905 and be incorporated in their report, and

Further, that this actual depreciation of 1.71 cents per 1,000 cubic feet of sales, added to the actual repairs made, amounting to 5.61 cents, making a total of $937,534.26 or 7.32 cents per 1,000 cubic feet, is apparently a proper and sufficient amount of depreciation and repairs for modern and large Works of the capacity of the Consolidated Gas Company.

The adoption of this Resolution was seconded by Mr. Edgerton and unanimously agreed to.

(Signed) C. V. LACOMBE.

Gas Manufact
For the Y

	January	February	March	April	May
On Hand at January 1, 1905	26,552,000	74,090,272	905,250	105,128,436	20,408,0
Manufactured:					
14th Street Station	144,386,000	129,583,000	128,302,000	118,567,000	107,899,0
21st Street Station	457,442,000	400,004,000	410,166,000	349,185,000	338,962,0
42nd Street Station	138,048,000	125,663,000	131,952,000	109,991,000	97,422,0
44th Street Station	243,823,000	206,035,000	216,831,000	196,318,000	186,924,0
99th Street Station	146,894,000	133,124,000	142,919,000	129,867,000	106,283,0
†Total Manufactured	1,130,593,000	994,409,000	1,030,170,000	903,925,000	837,285,0
Purchased:					
New Amsterdam Gas Company	219,088,600	161,516,000	191,699,300	127,116,100	138,143,0
The Standard Gas Light Co.	39,455,984	24,107,855	41,111,103	22,094,640	52,424,0
N. Y. Mutual Gas Light Co.	52,510,000	24,430,600	49,281,200	31,518,300	20,229,0
Cent. Union Gas Co. of N. Y.	9,471,800	7,903,700	7,829,700	6,497,200	5,758,0
†Total Purchased	320,626,384	217,953,155	289,981,303	187,226,240	310,554,0
Total	1,477,671,384	1,286,457,427	1,320,996,553	1,196,282,676	1,074,247,0
Sold to Consumers:					
General Office	44,361,500	41,086,100	40,321,800	32,682,900	29,852,0
Hester Street Office	273,628,900	248,198,900	240,431,100	245,995,900	217,781,0
Irving Place Office	359,125,200	334,070,000	318,224,900	304,182,500	271,023,0
42nd Street Office	339,100,800	310,861,200	286,579,800	271,228,800	236,851,0
114th Street Office	357,800,600	323,595,500	305,815,700	301,691,500	277,168,0
†Total Sales to Consumers	1,374,017,000	1,237,811,700	1,191,373,000	1,135,383,600	1,032,276,0
Street Lamps	29,564,112	24,771,877	24,495,117	19,993,045	17,744,0
Other Companies:					
Cent. Union Gas Co. of N. Y.	.....	2,968,600	.....	.....	.....
Total Sales	1,403,581,112	1,285,552,177	1,215,868,117	1,175,874,645	1,049,979,0
*Leakage 2.21 per cent.	.....	.....	.....	.....	.....
On Hand at December 31, 1905	74,090,272	905,250	105,128,436	20,408,031	24,268,0
Total	1,477,671,384	1,286,457,427	1,320,996,553	1,196,282,676	1,074,247,0

*From this should be deducted 94,077,000 cubic feet gas used at offices and stations of company.
† Lines in blue. ‡ Lines in red ink.

5807

1490

EXHIBIT "B."

8479

Gas Manufactured, Purchased and Consumed
For the Year Ended December 31, 1905.

	January	February	March	April	May	June	July.	August	September	October	November	December	Total
ary 1, 1905	26,552,000	74,090,272	905,250	105,128,436	20,408,031	24,208,390	x117,461,270	x197,808,540	x94,143,629	x36,371,207	109,983,736	196,113,409	29,418,000
ation	144,386,000	129,583,000	128,302,000	118,567,000	107,890,000	97,809,000	87,495,000	90,094,000	94,563,000	106,143,000	106,798,000	107,615,000	1,319,651,000
ation	457,442,000	400,004,000	410,166,000	349,185,000	338,902,000	296,709,000	227,494,000	245,308,000	303,882,000	416,603,000	510,419,000	571,114,000	4,327,378,000
ation	138,048,000	125,663,000	131,952,000	109,991,000	97,423,000	88,450,000	84,036,000	86,103,000	85,944,000	96,686,000	97,241,000	98,648,000	1,239,245,000
ation	243,823,000	206,035,000	216,831,000	196,318,000	186,924,000	153,193,000	123,375,000	142,637,000	161,210,000	194,467,000	210,781,000	229,881,000	2,265,475,000
ation	146,894,000	133,124,000	142,919,000	120,867,000	106,283,000	98,778,000	94,624,000	97,464,000	91,188,000	92,889,000	86,962,000	97,078,000	1,306,061,000
ufactured	1,130,593,000	994,409,000	1,030,170,000	903,925,000	837,282,000	722,939,000	617,084,000	662,296,000	736,789,000	905,779,000	1,012,201,000	1,104,340,000	10,657,810,000
Gas Company	219,088,000	161,516,000	191,699,300	127,116,100	138,148,900	106,098,400	93,237,000	176,554,700	220,349,900	249,902,500	225,274,900	264,210,100	2,173,196,400
Gas Light Co.	39,455,984	24,107,855	41,111,103	22,094,640	32,425,871	42,969,080	17,020,140	25,502,850	23,046,000	54,359,527	29,092,925	32,894,207	403,309,322
Gas Light Co.	32,510,000	24,430,600	49,281,200	31,518,300	20,229,600	5,754,800	208,400	17,160,100	13,528,300	17,926,200	16,328,000	18,821,200	267,696,800
Co. of N. Y.	9,471,800	7,903,700	7,829,700	6,497,200	5,752,000	5,153,600	5,362,900	6,118,800	6,296,400	6,235,900	5,949,800	9,814,600	87,976,400
ased	320,626,384	217,953,155	289,981,303	187,226,240	310,556,372	150,955,360	115,846,040	225,396,450	263,821,100	330,384,127	277,644,725	324,248,107	2,932,178,922
	1,477,671,384	1,286,457,427	1,320,906,553	1,196,282,676	1,074,246,402	907,163,250	615,470,770	689,883,910	906,466,471	1,199,791,920	1,401,829,461	1,625,393,570	13,616,540,922
	44,361,500	41,086,100	40,221,800	32,682,900	29,536,300	25,697,700	20,322,200	21,881,100	23,224,500	29,748,500	33,801,300	38,179,500	380,933,300
Office	273,628,900	248,198,900	240,431,100	245,995,900	217,722,400	219,227,600	130,933,800	192,207,800	210,266,200	237,383,300	248,057,400	256,851,800	2,760,004,900
ice	359,125,200	334,070,000	318,224,900	304,182,500	271,023,800	258,935,900	202,312,200	190,665,700	232,833,800	264,238,300	300,796,200	327,603,600	3,364,012,300	
ice	339,100,800	310,861,200	296,579,800	271,328,800	236,851,800	223,963,500	165,316,100	150,807,500	186,062,500	225,843,400	267,832,200	294,864,300	2,959,411,600
Office	357,800,600	323,595,500	305,815,700	301,691,500	277,108,700	231,735,820	227,796,120	219,728,270	269,351,620	307,569,120	328,028,720	347,809,820	3,548,021,490
to Consumers	1,374,017,000	1,237,811,700	1,191,273,000	1,135,383,600	1,032,233,200	1,028,660,320	796,080,420	763,290,170	921,838,620	1,064,772,820	1,178,516,020	1,265,369,020	13,012,384,090
	29,564,112	24,771,877	24,493,117	19,993,045	17,744,812	15,964,000	16,598,890	18,737,369	20,999,958	25,033,564	27,269,032	29,676,061	270,779,677
Gas Co. of N. Y.	.....	2,968,800	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2,968,800
Sales	1,403,581,112	1,285,552,177	1,215,868,117	1,175,874,645	1,049,978,012	1,024,624,320	813,279,310	784,027,539	942,837,578	1,089,806,384	1,205,716,052	1,294,985,021	13,286,132,367
ment.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	300,990,555	300,990,555
ber 31, 1905	74,090,272	905,250	105,128,436	20,408,031	24,208,390	x117,461,270	x197,808,540	x94,143,629	x36,371,207	109,983,736	196,113,409	29,418,000	29,418,000
	1,477,671,384	1,286,457,427	1,320,906,553	1,196,282,676	1,074,246,402	907,163,250	615,470,770	689,883,910	906,466,471	1,199,791,920	1,401,829,461	1,625,393,570	13,616,540,922

[illegible] be deducted 84,977,000 cubic feet gas used at offices and stations of company.
x Lines in red ink.

(Exhibit No. 94.)

Exhibit "C."

CONSOLIDATED GAS COMPANY OF NEW YORK

SUMMARY OF OPERATIONS

8480

For the Calendar Year 1905.

		Quantity	Price per Unit	Amount	Quantity per M c.f. Made	Divisor 10,637,810 Cost per M c.f Made	Divisor 10,419,461 Cost per M c.f. sold
1.	Coal—Bituminous—Tons	229,282.81	$ 3.18	$ 729,606.21	48.19	6.84	7.00
2.	Anthracite—Tons	106,024.68	4.36	462,680.25	22.82	4.34	4.44
3.	Boiler—Tons	10,399.67	3.67	38,156.43	2.19	0.36	0.37
4.	Cartage—Tons	.....	....	18,222.89	....	0.17	0.18
5.	Labor handling	.....	....	49,150.07	....	0.46	0.47
6.	Total	.....	....	$1,297,815.85	....	12.17	12.46
7.	Residuals:						
8.	Coke—Loads	167,071.70	$ 2.02	$ 338,300.91	....	3.17	3.25
9.	Less—Labor handling	.....	....	35,078.39	....	0.34	0.34
10.	Cartage	.....	....	11,164.97	....	0.10	0.11
11.	Net	.....	....	$ 291,457.55	....	2.73	2.80
12.	Tar (Coal) Tons Carbonized	229,282.81	$28.59	$ 65,346.70	....	0.62	0.63
13.	Ammoniacal Liquor, lbs	4,896,886.	01.34	65,349.65	....	0.62	0.63
14.	Carbon, lbs	485,720.	01.00	4,857.20	....	0.04	0.05
15.	Spent Oxide, lbs	5,577,034.	00.11	6,196.47	....	0.06	0.06
16.	Oil Tar—Gals	2,710,826.	01.93	52,207.26	....	0.49	0.50
17.	Total Residuals	.....	....	$ 486,114.83	....	4.56	4.67
18.	Net Total—Lbs	.....	....	$ 811,701.02	....	7.61	7.79
19.	Coke Used—Tons	19,892.54	$ 3.22	$ 63,972.09	....	0.60	0.61
20.	Labor	.....	....	1,293.31	....	0.01	0.01
21.	Cartage	.....	....	43.87	....	...	...
22.	Total	.....	....	$ 65,309.27	....	0.61	0.62
23.	Naphtha—Gals.	5,587.	$04.38	$ 244.43	....	...	...
24.	Gas Oil—Gals.	41,876,670.	04.23	1,769,968.42	3.93	16.61	16.99
25.	Fuel Oil—Gals.	2,502.	02.00	50.04	....	...	...
26.	Lime—Bushels	62,374.	04.99	3,114.02	....	0.03	0.03
27.	Oxide—Bushels	121,485.	15.78	19,173.35	....	0.18	0.18
28.	Water—c. f.	22,684,200.	1.00M	22,684.20	....	0.22	0.22
29.	Fuel Oil Labor (Inc. Drip Oil Labor if used in Mfg.)	.....	....	4,424.70	....	0.04	0.04
30.	Oil, Waste & Sundries	.....	....	5,407.15	....	0.05	0.06
31.	Cartage	.....	....	17,123.60	....	0.16	0.17
32.	Labor	.....	....	382,632.04	....	3.59	3.67
33.	Net amt. of material & labor, Carried Forward	.....	....	3,101,832.24	....	29.10	29.77

(Continued)

Exhibit "C"—*Cont.*

SUMMARY OF OPERATIONS—*Continued.*

		Quantity	Price per Unit	Amount		Quantity per M c.f. Made	Divisor 10,637,810 Cost per M c.f Made	Divisor 10,419,461 Cost per M c.f. Sold
	Net amount of material & labor, Brought Forward	....	....	$3,101,832.24		....	29.10	29.77
34.	Repairs to Apparatus	....	....	169,197.39		....	1.59	1.62
35.	Repairs to Buildings	....	....	24,900.69		....	0.23	0.24
36.	Repairs to Tools & Implements	....	....	16,228.48		....	0.16	0.16
37.	Expense	....	....	59,016.97		....	0.55	0.57
38.	Distribution	....	....	31,855.34		....	0.30	0.31
39.	Experiments	....	....	3,030.08		....	0.03	0.03
40.	Profit & Loss adjustment	....	....	Credit	7,508.39	....	Credit 0.07	Credit 0.07
41.	Distributing Station Expenses	....	....	56,538.57		....	0.53	0.54
42.	Station Cost	....	....	$3,455,091.37	..	....	32.42 ..	33.17
43.	Cost of Gas Mfg. under Agency Agreement			$ 997,039.89	..	....	34.04 ..	34.82
44.	Total Cost at Holder	....	....	$4,452,131.26	..	....	32.77 ..	33.52
45.	Expense	....	....	490,855.36	..	....	.... ..	03.69
46.	Distributing	....	....	281,524.12	..	....	.... ..	02.12
47.	Repairs to Gas Stoves	....	....	55,954.35	..	....	.... ..	00.42
48.	Repairs to Mains	....	....	126,110.31	..	....	.... ..	00.95
49.	Repairs to Services	....	....	89,033.46	..	....	.... ..	00.67
50.	Repairs to Meters	....	....	172,925.52	..	....	.... ..	01.30
51.	Repairs to Buildings	....	....	15,116.68	..	....	.... ..	00.11
52.	Repairs to Tools & Implements	....	....	15,610.59	..	....	.... ..	00.11
53.	Street Lamps	....	....	289,259.09	..	....	.... ..	02.18
54.	Interest on Consumers' Deposits	....	....	51,391.52	..	....	.... ..	00.39
55.	Bad & Doubtful Debts	....	....	82,995.11	..	....	.... ..	00.63
56.	Profit & Loss adjustment	....	....	Credit	29,683.92	....	.... ..	Credit 00.22
57.	Total Distribution	....	....	$1,641,092.19	..	....	.... ..	12.35
58.	Expense—General Office	....	....	$ 339,999.51	..	....	.... ..	02.56
59.	Vacations & Sickness	....	....	8,175.20	..	....	.... ..	00.06
60.	Automobiles	....	....	5,064.16	..	....	.... ..	00.04
61.	Advertising & Legal	....	....	105,800.02	..	....	.... ..	00.80
62.	Real Estate Rents	....	....	42,674.71	..	....	.... ..	00.32
63.	Gas Co.'s Mutual Aid Soc	....	....	6,413.99	..	....	.... ..	00.05
64.	Superannuation	....	....	14,943.86	..	....	.... ..	00.11
65.	Insurance	....	....	54,031.83	..	....	.... ..	00.41
66.	Taxes	....	....	965,843.88	..	....	.... ..	07.27
67.	Contingent Expenses (includes renewals)	....	....	1,328,316.37	..	....	.... ..	10.00
68.	Total General Expenses	....	....	$2,871,263.53	..	....	.... ..	21.62
69.	Fixed Charges	....	....	$ 972,423.44	..	....	.... ..	07.32
70.	Total Operating	....	....	$9,936,910.42	..	....	.... ..	74.81

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EXHIBIT "C," Cont.

SUMMARY OF OPERATIONS,—Continued.

Gas made at Consolidated Company's Stations	10,657,810,000	
Gas made at other Company's Stations under Agency Agreements	2,929,210,322	13,587,020,322 c. f.
Gas Sold, made at Consolidated Company's Stations	10,419,461,426	
Gas Sold, made at other Company's Stations under Agency Agreement	2,863,702,341	13,283,163,767 c. f.
Excess made over sales—2.24 per cent.		303,856,555 c. f.
Gas Sales, cubic feet	13,283,163,767	

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SUMMARY OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 1905, AMPLIFIED AND ADJUSTED.

EXHIBIT "D."

As per Consolidated Gas Company			As per Marwick, Mitchell & Co.		*Increase or Decrease	
Cost Per M Cu. Ft. Cents	Amount	*Manufacturing*	Amount	Cost Per M Cu. Ft. Cents	Amount	Per M Cu. Ft. Cents
Divisor 10,419,461,M Cu. Ft.			Divisor 10,657,810 M Cu. Ft.			
7.00	$729,606.21	Coal: Bituminous	$729,606.21	6.84	—	**.16
4.44	462,680.25	Anthracite	462,680.25	4.34	—	.10
.37	38,156.43	Boiler	38,156.43	.36	—	.01
.18	18,222.89	Cartage	18,222.89	.17	—	.01
.47	49,150.07	Labor Handling	49,150.07	.46	—	.01
12.46	$1,297,815.85	Total Coal	$1,297,815.85	12.17	—	.29
		Residuals:				
3.25	$338,300.91	Coke	$338,300.91	3.17	—	.08
.34	35,678.39	Less: Labor Handling	35,678.39	.34	—	—
.11	11,164.97	Cartage	11,164.97	.10	—	.01
2.80	291,457.55	Net Coke	291,457.55	2.73	—	.07
.63	65,546.70	Tar—Coal	65,546.70	.62	—	.01
.63	65,849.65	Ammoniacal Liquor	65,849.65	.62	—	.01
.05	4,857.20	Carbon	4,857.20	.04	—	.01
.06	6,196.47	Spent Oxide	6,196.47	.06	—	—
.50	52,207.26	Oil Tar	52,207.26	.49	—	.01
4.67	$486,114.83	Total Residuals	$486,114.83	4.56	—	.11
7.79	$811,701.02	Net Coal less Residuals	$811,701.02	7.61	—	.18
		Coke Used:				
.61	63,972.09	Coke Used	63,972.09	.60	—	.01
.01	1,293.31	Labor	1,293.31	.01	—	—
—	43.87	Cartage	43.87	—	—	—
.62	$65,309.27	Total Coke Used	$65,309.27	.61	—	.01
		Miscellaneous:				
—	244.43	Naphtha	244.43	—	—	—
16.99	1,769,968.42	Gas Oil	1,769,968.42	16.61	—	.38
—	50.04	Fuel Oil	50.04	—	—	—
.03	3,114.02	Lime	3,114.02	.03	—	—
.18	19,173.35	Oxide	19,173.35	.18	—	—
.22	22,684.20	Water	22,684.20	.22	—	—
.04	4,424.70	Fuel Oil—Labor	4,424.70	.04	—	—
.06	5,407.15	Oil, Waste and Sundries	5,407.15	.05	—	.01
.17	17,123.60	Cartage	17,123.60	.16	—	.01
3.67	382,632.04	Labor	382,632.04	3.59	—	.08
21.36	$2,224,821.95	Total Miscellaneous	$2,224,821.95	20.88	—	.48
29.77	$3,101,832.24	Total Material and Labor	$3,101,832.24	29.10	—	**.67

*Red ink in original.

***Note.*—This difference per M Cubic Feet is due to the difference in the Divisor, *i.e.*, the amount of gas manufactured.

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SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company			As per Marwick, Mitchell & Co.		*Increase or Decrease	
Cost Per M Cu. Ft. Cents	Amount	MANUFACTURING—*Continued*	Amount	Cost Per M Cu. Ft. Cents	Amount	Per M Cu. Ft. Cents.
29.77	$3,101,832.24	Total Material and Labor, Brought Forward	$3,101,832.24	29.10	—	.67
		Repairs and Expenses:				
		Repairs to Apparatus: *Labor* *Material* *Total* *Adjustments* *Adjusted Total*				
		14th Street Station $28,962.02 17,919.15 46,881.17 112.50 46,768.67				
		21st " " 26,506.22 37,739.83 64,246.05 1,568.90 62,677.15				
		42nd " " 13,278.16 10,306.38 23,584.54 105.00 23,479.54				
		44th " " 10,838.99 11,486.08 22,325.07 144.40 22,180.67				
		99th " " 6,988.13 5,172.43 12,160.56 203.18 11,957.38				
1.62	169,197.39	.... $86,573.52 82,623.87 169,197.39 2,132.98 167,063.41	167,063.41	1.57	2,133.98	.05
		Repairs to Buildings:				
		14th Street Station .... 3,323.74 1,168.47 4,492.21 — 4,492.21				
		21st " " 5,049.95 3,854.66 8,904.61 15.00 8,889.61				
		42nd " " 3,361.99 1,204.39 4,566.38 48.50 4,517.88				
		44th " " 2,887.04 755.01 3,642.05 25.00 3,617.05				
		99th " " .... 1,584.06 1,711.38 3,295.44 — 3,295.44				
.24	24,900.69	.... $16,206.78 8,693.91 24,900.69 88.50 24,812.19	24,812.19	.23	88.50	.01
		Repairs to Tools and Implements:				
		14th Street Station 1,425.54 4,427.95 5,853.49				
		21st " " 1,510.85 1,973.11 3,483.96				
		42nd " " 3,669.75 907.86 4,577.61				
		44th " " 1,274.42 221.42 1,495.84				
		99th " " 710.25 107.33 817.58				
.16	16,228.48	.... $8,590.81 7,637.67 16,228.48	16,228.48	.15	—	.01
		Expenses:				
		14th Street Station 6,444.83 3,622.91 10,067.74				
		21st " " 13,998.23 6,735.76 20,733.99				
		42nd " " 7,188.08 4,124.21 11,312.29				
		44th " " 4,669.53 3,911.02 8,580.55				
		99th " " 5,874.69 2,447.71 8,322.40				
.57	59,016.97	.... $38,175.36 20,841.61 59,016.97	59,016.97	.55	—	.02
		Distribution:				
		14th Street Station 7,389.15 3,894.04 11,283.19				
		21st " " 5,425.01 9,498.95 14,923.96				
		42nd " " .... 1,916.51 — 1,916.51				
		44th " " .... 1,825.00 — 1,825.00				
		99th " " 1,855.13 51.55 1,906.68				
.31	31,855.34	.... 18,410.80 13,444.54 31,855.34	31,855.34	.30	—	.01
2.90	301,198.87	Repairs and Expenses, Carried Forward	298,976.39	2.80	2,222.48	.10
29.77	3,101,832.24	Total Material and Labor Carried Forward	$3,101,832.24	29.10	—	.67

*Red ink in original.

EXHIBT "D," Cont.

SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company: Cost Per M Cu. Ft. Cents	As per Consolidated Gas Company: Amount	MANUFACTURING—*Continued.*	As per Marwick, Mitchell & Co.: Amount	As per Marwick, Mitchell & Co.: Cost Per M Cu. Ft. Cents	*Increase or Decrease: Amount	*Increase or Decrease: Per M Cu. ft. Cents
29.77	3,101,832.24	Total Material and Labor, Brought Forward	$3,101,832.24	29.10	—	.67
2.90	301,198.87	Repairs and Expenses, Brought Forward	298,976.39	2.80	2,222.48	.10
.03	3,030.08	Experiments	3,030.08	.03	—	—
*.07	*7,508.39	Profit and Loss Adjustment	*7,508.39	*.07	—	—

Distributing Station Expense:

	18th St.	63d St.	Station 65th St.	111th St.	Inwood	Total
Coal	$ —	—	—	2,301.03	35.31	2,336.34
Coke	1,226.75	1,701.25	3,451.75	3,368.10	—	9,747.85
Water	458.84	961.20	309.40	583.60	4.10	2,317.14
Superintendents	2,100.00	—	—	—	—	2,100.00
Boiler & Engine Room Wages	748.62	3,484.50	3,689.13	4,521.39	—	12,443.64
Valvemen, Wages	1,825.25	83.20	—	822.38	730.00	3,460.83
Repairs to Buildings, Labor	361.41	21.00	135.59	90.12	—	608.12
Repairs to Buildings, Material	125.66	2.35	7.55	*3.89	13.30	144.97
Repairs to Apparatus, Labor	494.77	1,376.84	440.46	1,019.53	30.56	3,362.14
Repairs to Apparatus, Material	*381.77	1,276.62	879.27	1,099.04	3.25	2,876.41
Repairs to Tools and Implements	*5.58	1.29	5.16	—	—	.87
Expenses, Labor	7,988.21	1,521.01	1,766.24	2,603.08	—	13,878.54
Expenses, Material	1,326.73	249.35	704.25	898.71	82.68	3,261.72
	$16,268.89	10,678.61	11,388.78	17,303.09	899.20	56,538.57

.54	56,538.57		56,538.57	.53	—	.01
3.40	353,259.13	Total Repairs and Expenses	351,036.65	3.29	2,222.48	.11
33.17	3,455,091.37	Total Station Cost	3,452,868.89	32.39	2,222.48	.78

Cost of Manufacturing Gas purchased under Agency Agreement:

	Manufacturing Cost	Additional 10 P. C.	Total	Adjustments	Adjusted Total
New Amsterdam Gas Co.	$624,069.49	62,406.95	686,476.44	62,406.95	624,069.49
The Standard Gas Co.	118,775.85	11,877.60	130,653.45	11,877.60	118,775.85
New York Mutual Gas Light Co.	86,929.59	8,692.96	95,622.55	8,692.96	86,929.59
Central Union Gas Co. of N. Y.	24,684.64	2,468.45	27,153.09	2,468.45	24,684.64
	854,459.57	85,445.96	939,905.53		
Sold to Central Union Gas Co.	922.44	92.24	1,014.68	*1,014.68	
	853,537.13	85,353.72	938,890.85		
Add: New Amsterdam Gas Co., 3% of amount expended on Construction			58,149.04	58,149.04	
			997,039.89	142,580.32	854,459.57

(Divisor 2,929,210,322 Cu. Ft.)			(Divisor 2,932,179,922 Cu. Ft.)			
34.82	997,039.89		854,459.57	29.14	142,580.32	5.68
33.52	4,452,131.26	Carried Forward	$4,307,328.46	31.69	144,802.80	1.83

*Red Ink in Original.

EXHIBIT "D," Cont.

SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company Cost Per M Cu. Ft. Cents	As per Consolidated Gas Company Amount		As per Marwick, Mitchell & Co. Amount	As per Marwick, Mitchell & Co. Cost Per M Cu. Ft. Cents	*Increase or Decrease Amount	*Increase or Decrease Per M Cu. Ft. Cents
Divisor 13,283,163,767 Cu. Ft.			Divisor 13,589,988,922 Cu. Ft.			
33.52	4,452,131.26	Total Cost of all Gas at Holder, Brought Forward	$4,307,328.46	31.69	144,802.80	1.83
Divisor 13,283,163,767 Cu. Ft.		DISTRIBUTION.	Divisor 13,012,384,090 Cu. Ft			

Branch Office Expenses:

Wages:	Hester St.	Irving Pl.	Office 42d St.	3rd Avenue	Total				
General	$8,910.79	15,561.58	13,571.41	15,143.49	53,187.27				
High Bills	734.05	3,060.32	1,995.92	3,265.93	9,056.22				
Applications	5,178.15	7,456.49	6,102.20	8,698.11	27,434.95				
Indexing	5,525.88	7,123.68	5,043.29	8,731.34	26,424.19				
Regular Bookkeeping	15,235.97	22,780.86	17,724.30	23,605.12	79,346.25				
P. P. Bookkeeping	1,898.43	1,768.85	1,455.33	1,892.58	7,015.19				
Regular Collecting	19,787.76	27,059.91	18,793.23	29,357.53	94,998.43				
P. P. Collecting	5,130.13	4,995.65	3,796.88	5,330.03	19,252.69				
Stove Collecting	146.47	223.81	840.60	693.43	1,904.31				
Cashier	7,268.60	8,978.83	9,064.34	10,451.71	35,763.48				
Stoves	1,042.86	2,514.87	4,156.32	5,610.27	13,324.32				
Indexing, Bonus	335.25	466.75	241.25	473.50	1,516.75				
Incidentals	7,167.89	13,508.75	14,490.41	19,548.12	54,715.17				
3.19	423,939.22		$78,362.23	115,500.35	97,275.48	132,801.16	423,939.22	423,939.22	3.26	—	*.07

Expense, Meter Shops:

	Hester St.	Avenue A	Shop 66th St.	114th St.	Meter Repair.	Total				
Wages	$8,114.84	7,629.56	7,750.95	9,867.89	565.81	33,929.05				
Material	1,854.16	3,555.35	3,793.91	5,501.92	2,527.79	17,233.13				
.38	51,162.18		$9,969.00	11,184.91	11,544.86	15,369.81	3,093.60	51,162.18	51,162.18	.39	—	*.01

Expense, Street Departments:

	Hester St.	Department. 66th St.	111th St.	Total.							
Wages	$4,177.81	3,698.29	4,312.87	12,188.97							
Material	1,289.36	1,181.12	1,094.51	3,564.99							
.12	15,753.96		$5,467.17	4,879.41	5,407.38	15,753.96			15,753.96	.12	—	—
3.69	490,855.36	Carried Forward							$490,855.36	3.77	—	*.08

POOR COPY

EXHIBIT "D," Cont.

SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company: Cost Per M Cu. Ft. Cents	As per Consolidated Gas Company: Amount		As per Marwick, Mitchell & Co.: Amount	As per Marwick, Mitchell & Co.: Cost Per M Cu. Ft. Cents	*Increase or Decrease: Amount	*Increase or Decrease: Per M Cu. ft Cents
		DISTRIBUTION—*Continued.*				
3.69	490.855.36	Brought Forward	$490,855.36	3.77	—	*.08
		Distribution:				
		Labor:	Hester St.	114th St.	Shop Avenue A	66th St.	Total
		Setting Meters	$5,105.77	9,731.15	4,693.67	3,029.18	22,559.77
		Jobbing	23,782.46	44,577.39	28,520.82	23,503.29	120,383.96
		Burner Work	452.95	2,097.25	1,015.50	1,464.27	5,029.97
		Setting Stoves	1,821.56	10,569.55	3,753.82	9,185.01	25,331.94
		Material	15,323.87	32,654.67	14,834.22	22,265.25	85,078.01
1.95	258,383.65		$46,486.61	99,630.01	52,820.03	59,447.00	258,383.65	258,383.65	1.98		*.03
		Distribution, General Office, Pumping Drips:									
		Labor:									
		Hester Street	$6,228.85								
		66th Street	4,792.32								
		111th Street	5,314.60								
		Opening and Closing Valves	243.50								
.12	16,579.27		$16,579.27					16,579.27	.13		*.01
		Distribution, General Office, Pressure:									
		Labor:									
		Hester Street	$1,493.63								
		66th Street	2,534.26								
		111th Street	1,387.59								
		Material	1,238.50								
.05	6,653.98		$6,653.98					6,653.98	.05	—	—
	*92.78	Distribution, General Office:						*92.78			
		Repairs to Gas Stoves:									
		Labor	30,641.83								
		Material	25,312.52								
.42	55,954.35		$55,954.35					*11,413.27	*.09	67,367.62	.51
		Repairs to Mains:									
			Hester St.	66th St.	111th St.	Total					
		Labor	$24,995.19	32,689.87	31,202.52	88,887.58					
		Material	10,942.48	12,615.12	13,665.13	37,222.73					
.95	126,110.31		$35,937.67	45,304.99	44,867.65	126,110.31		126,110.31	.97	—	*.02
7.18	954,444.14	Carried Forward						$887,076.52	6.81	67,367.62	.37

*Red ink in original.

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SUMMARY OF OPERATIONS—*Continued.*

EXHIBIT "D."

DISTRIBUTION—Continued.

As per Consolidated Gas Company Cost Per M Cu. Ft. Cents	As per Consolidated Gas Company Amount		As per Marwick, Mitchell & Co. Amount	As per Marwick, Mitchell & Co. Cost Per M Cu. Ft. Cents	*Increase or Decrease Amount	*Increase or Decrease Per M Cu. Ft. Cents
7.18	954,444.14	Brought Forward	$887,076.52	6.81	67,367.62	.37
		Repairs to Services:				

	Hester St	66th St.	111th St.	Total	Adjustments.	Adjusted Total.
Labor	$11,610.68	16,935.49	17,857.20	46,403.37	1,850.31	44,553.06
Material	13,192.78	15,956.28	13,481.03	42,630.09	—	42,630.09

.67	89,033.46		$24,803.46	32,891.77	31,338.23	89,033.46	1,850.31	87,183.15	87,183.15	.67	1,850.31	—

Repairs to Meters:

Labor	126,069.90
Material	46,855.62
	172,925.52

1.30	172,925.52					172,925.52	1.33	*.03

Repairs to Buildings:

	Labor	Material	Total	Adjustments	Adjusted Total
Hester Street Branch	$28.43	62.16	90.59	—	90.59
Irving Place Branch	47.07	13.90	60.97	8.87	52.10
42nd Street Branch	3.25	173.95	177.20	—	177.20
3rd Avenue Branch	261.06	301.77	562.83	—	562.83
Hester Street Shop	3.97	81.25	85.22	—	85.22
Avenue A Shop	125.20	66.34	191.54	—	191.54
66th Street Shop	193.39	127.42	320.81	—	320.81
114th Street Shop	446.26	308.88	755.14	—	755.14
Meter Repair Shop	1,990.68	2,965.06	4,955.74	796.00	4,159.74
Hester St. Street Department	589.27	652.06	1,241.33	362.75	878.58
66th St. Street Department	877.92	380.83	1,258.75	—	1,258.75
111th St. Street Department	129.02	62.09	191.11	—	191.11
General Office	1,507.53	3,000.60	4,508.13	1,678.13	2,830.00
Stables	323.98	393.34	717.32	—	717.32

.11	15,116.68		$6,527.03	8,589.65	15,116.68	2,845.75	12,270.93	12,270.93	.09	2,845.75	.02

Repairs to Tools and Implements:

	Labor	Material	Total
Hester Street Shop	$10.95	187.44	198.39
Avenue A Shop	74.54	390.68	465.22
66th Street Shop	123.93	1,225.45	1,349.38
114th Street Shop	189.41	387.62	577.03
Meter Repair Shop	1,090.42	1,358.69	2,449.11
Hester St. Street Department	1,437.66	2,124.55	3,562.21
66th St. Street Department	1,856.10	1,391.99	3,248.09
111th St. Street Department	1,119.45	1,134.43	2,253.88
General Office	1,261.39	245.89	1,507.28

.11	15,610.59		$7,163.85	8,446.74	15,610.59		15,610.59	.12		* 01
9.37	1,247,130.39	Carried Forward					$1,175,066.71	9.02	72,063.68	.35

*Red Ink in Original.

EXHIBIT "D," Cont.

SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company Cost Per M Cu. Ft. Cents	As per Consolidated Gas Company Amount	*Distribution—Continued.*					As per Marwick, Mitchell & Co. Amount	As per Marwick, Mitchell & Co. Cost Per M Cu. Ft. Cents	*Increase or Decrease Amount	*Increase or Decrease Per M Cu. Ft. Cents,
9.37	1,247,130.39	Brought Forward					$1,175,066.71	9.02	72,063.68	.35
		Street Lamps:	Hester St.	66th St.	111th St.	Total				
		Labor, Fitting, Repairing ...	$2,130.72	4,228.28	5,074.79	11,433.79				
		Labor, Lighting Extinguishing and Cleaning	59.33	134.58	400.50	694.41				
		Welsbach Street Lighting Company	56,363.47	55,967.73	209,073.69	321,404.89				
		Labor, Inspecting	912.50	754.50	2,169.50	3,836.50				
		Pipe and Fittings	485.00	602.20	872.71	1,959.91				
		Glass	33.00	12.00	41.70	86.70				
		Repairing, Material	1,099.32	1,764.08	986.25	3,849.65				
		Sundries	3,307.01	3,786.33	22,075.54	29,168.88				
		Jan. 1 to July 1, 1905, Sales reserved for maintenance ..	26,214.31	25,933.22	99,542.88	151,690.41				
			90,604.66	93,182.92	340,237.56	524,025.14				
		Credits	42,344.99	44,157.89	148,263.17	234,766.05				
2.18	289,259.09		$48,259.67	49,025.03	191,974.39	289,259.09	—	—	289,259.09	2.18
		Interest on Consumers' Deposits								
		Hester Street	$13,411.91							
		Irving Place	9,801.11							
		42nd Street	7,247.15							
		3rd Avenue	12,258.79							
		General Office	8,672.56							
.39	51,391.52		$51,391.52							
							—	—	51,391.52	.39
		Bad and Doubtful Debts:								
		Hester Street	8,982.18							
		Irving Place	24,832.48							
		42nd Street	20,970.90							
		3rd Avenue	28,209.55							
.63	82,995.11		$82,995.11				82,995.11	.64	—	*.01
*.22	*29,683.92	Profit and Loss Adjustment					*29,683.92	*.23	—	.01
12.35	1,641,092.19	Total Distribution Expenses.....					$1,228,377.90	9.43	412,714.29	2.92
45.87	6,093,223.45	Total Material, Labor and Distribution					$5,535,706.36	41.12	557,517.09	4.75

*Red ink in original

EXHIBIT "D," Cont.

SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company							As per Marwick, Mitchell & Co.		*Increase or Decrease	
Cost Per M Cu. Ft. Cents	Amount	GENERAL EXPENSES		Total	Adjustments	Adjusted Total	Amount	Cost Per M Cu. Ft. Cents	Amount	Per M Cu. Ft. Cents.
		Expenses, General Offices:								
		General Expense, Salaries		$99,807.42	—	99,807.42				
		Engineering, Draughtsmen, Clerks, Salaries		38,211.95	—	38,211.95				
		Mains and Service, Superintendents Street Department, Salaries		6,254.59	—	6,254.59				
		Bookkeeping Department, Salaries		19,944.62	—	19,944.62				
		Collecting Department, Salaries		1,400.04	—	1,400.04				
		Cashiers' Department, Salaries		5,199.96	—	5,199.96				
		Street Department, Sundries		1,066.60	—	1,066.60				
		Incidentals		67,844.31	27,275.95	40,568.36				
		Meter Department, Salaries		9,256.74	—	9,256.74				
				248,986.23	27,275.95	221,710.28				
		New Business, General Offices:								
		Fuel Department, Pay Roll	$35,787.77							
		Donation of Appliances	268.44							
		Pipe for P. P. Meters	3,225.58							
		Advertising	3,114.22							
		Commissions, Branch Offices	3,481.41							
		Rents	1,500.00							
		Gas Arc Commissions	9,112.55							
		Incidentals	2,214.75							
		Monthly Magazine "Gas Logic"	1,870.56	60,575.28	—	60,575.28				
		Claims for Damages		30,438.00	3,800.00	26,638.00				
2.56	339,999.51			$339,999.51	31,075.95	308,923.56	308,923.56	2.37	31,075.95	.19
.06	8,175.20	Vacations and Sickness					8,175.20	.06	—	—
		Automobiles:		Street Dept.	Expense Autos.	General	Total			
		Labor		$415.74	1,344.12	622.00	2,381.86			
		Material		400.07	1,315.15	967.08	2,682.30			
.04	5,064.16			$815.81	2,659.27	1,589.08	5,064.16	5,064.16	.04	—	—
		Advertising and Legal:			Adjustments	Adjusted Total				
		Advertising		$11,888.56	6,020.34	5,868.22				
		Legal Expense		77,425.48	52,110.55	25,314.93				
		Franchise Tax Litigation		5,270.76	5,270.76	—				
		Legal and Arrears		11,215.22	—	11,215.22				
				$105,800.02	63,401.65	42,398.37				
.80	105,860.02						42,398.37	.32	63,401.65	.48
3.46	459,038.89	Carried Forward					$364,561.29	2.79	94,477.60	.67

POOR COPY

SUMMARY OF OPERATIONS—*Continued.*

As per Consolidated Gas Company			As per Marwick, Mitchell & Co.		*Increase or Decrease	
Cost Per M Cu. Ft. Cents	Amount		Amount	Cost Per M Cu. Ft. Cents	Amount	Per M Cu. Ft. Cents
		General Expenses—Continued.				
3.46	459,038.89	Brought Forward	364,561.29	2.79	94,477.60	.67
.32	42,674.71	Real Estate Rents	42,049.71	.32	625.00	—
.05	6,413.99	Gas Company's Mutual Aid Society	6,413.99	.05	—	—
.11	14,943.86	Superannuation	14,943.86	.12	—	*.01
.41	54,031.83	Insurance	53,879.39	.41	152.44	—
7.27	965,843.88	Taxes	743,151.26	5.71	222,692.62	1.56
10.00	1,328,316.37	Contingent Expense	167,427.84	1.29	1,160,888.53	8.71
21.62	2,871,263.53	Total General Expenses	$1,392,427.34	10.69	1,478,836.19	10.93
7.32	972,423.44	Fixed Charges	—	—	972,423.44	7.32
74.81	9,936,910.42	Total Operating	$6,928,133.70	51.81	3,008,776.72	23.00
—	—	Add: Adjustment on Account of Leakage, 390,990,555 Cubic Feet at Cost of Manufacture	—	.73	—	*.73
—	—	Discount, etc.	*5,395.36	*.04	5,395.36	.04
74.81	9,936,910.42		$6,922,738.34	52.50	2,014,172.08	22.31

*Red ink in original.

Exhibit "E."
Part "1"

14TH STREET STATION

MONTHLY RECORD OF GAS MANUFACTURED DURING YEAR 1905

Date	Gas Made in M Cubic Feet: Registered	Avg. Temp.	Corrected	Received from Stations: Oil Gas 2 st St.	Coal Gas 21st St.	Sent To: Customers	42nd St. Station	Send Out: Maximum	Minimum	COAL: Received (Tons)	Used in Caking Coal: Shops (Tons)	Carbonized (Pounds)	Yield in Cubic Feet: Per Pound	Per Ton	Candle Power Station Test: Uncorrected	Temp.	Corrected
January	147,458	68	144,386	17,263	90,339	251,516	..	9,206	6,095	9,274.00	6.92	30,398,356	4.74	10,639	22.85	63	23.05
February	131,823	67	129,583	15,400	80,803	226,089	..	8,935	6,368	5,759.50	6.02	27,230,004	4.75	10,659	22.45	64	22.70
March	130,689	67	128,302	13,608	94,565	236,015	..	8,714	5,909	17,067.50	8.24	26,639,411	4.81	10,788	23.12	65	23.45
April	*82,538	68	118,567	11,898	79,586	210,254	..	8,067	5,319	13,369.00	7.38	24,486,986	4.84	10,846	23.45	67	23.89
May	**71,690	76	107,690	11,117	87,027	206,520	..	7,838	4,796	9,718.50	7.29	22,586,523	4.76	10,680	23.62	70	24.28
June	104,370	83	97,809	12,100	72,961	181,109	1,498	7,548	4,009	9,434.00	6.00	21,198,104	4 60	10,319	24.99	74	26.01
July	93,114	89	87,495	14,365	67,463	159,128	10,660	6,136	3,933	8,700.50	7.24	19,091,448	4.58	10,265	28.72	80	30.38
August	97,826	87	90,694	13,629	76,872	177,317	3,500	6,824	4,397	9,774.50	7.23	19,371,408	4.68	10,487	27.56	77	28.89
September	100,786	80	94,565	13,805	91,438	198,476	600	7,521	5,334	10,531.50	9.10	19,995,650	4.72	10,593	26.24	74	27.25
October	110,570	75	106,143	15,401	108,411	228,874	1,250	8,440	5,515	5,933.06	7.18	21,908,879	4.84	10,852	26.05	67	26.57
November	108,627	66	106,798	16,597	123,921	247,835	..	10,040	6,367	6,068.94	19.97	22,009,020	4.85	10,869	25.36	67	25.84
December	108,978	65	107,619	16,075	146,544	269,724	..	10,800	6,882	10,882.50	14.19	22,303,150	4.82	10,808	24.97	63	25.17
	1,290,469	74	1,319,651	171,258	1,119,930	2,592,857	17,508	10,800	3,933	116,513.50	106.76	277,218,739	4.75	10,650	24.95	69	25.62

Date	Iron Mass Bushels Used	Croton Water Cubic Feet Used	COKE: Produced Loads	Boilers: Retorts	Exhauster	Distribution	Repairs to Apparatus	Sold Loads	Sent to Stations (in Pounds): 21st St.	Screenings	111th St.	Astoria	No. Loads Astoria: Screenings	99th St. Screenings	Retorts: Sundries	Cu. Ft. Made per Retort in Action	Number Days' Labor in Manufacture	Gas Made per Day's Labor Employed
January	4,500	355,800	13,571	3,865	612	414	31	4,791	2,891	....	482	487	...	...	3	5,971	5,499	24,973
February	..	329,900	12,156	3,532	543	357	28	4,626	1,675	99	488	475	178	141	5	5,922	4,969	24,477
March	6,100	317,500	11,893	3,302	572	246	55	6,466	2,901	491	211	269	...	...	10	5,925	4,773	25,137
April	900	315,800	10,931	2,242	561	186	58	4,179	3,928	186	....	....	187	263	8	5,961	4,437	25,503
May	1,000	321,100	10,083	2,566	461	175	75	5,579	1,655	118	....	....	...	...	3	5,740	4,249	24,182
June	1,600	310,700	9,478	2,203	563	15	54	5,229	1,327	108	....	233	...	...	2	5,461	4,072	22,922
July	900	307,800	8,523	2,005	561	24	31	4,601	878	39	....	222	196	...	2	5,290	3,610	21,732
August	900	289,000	8,648	2,341	579	10	44	5,241	1,001	60	....	....	167	...	3	5,468	3,909	22,560
September	1,900	284,900	8,927	2,561	557	2	49	4,703	981	....	....	....	...	...	2	5,846	3,870	23,268
October	2,590	303,400	9,781	2,825	584	..	63	4,473	1,002	....	....	....	...	...	5	5,941	4,143	24,622
November	2,940	278,900	9,825	3,088	602	..	71	4,822	970	....	....	....	...	...	3	6,245	4,050	25,229
December	1,900	272,400	9,957	3,122	501	267	31	5,734	618	....	....	....	...	...	2	6,136	4,184	24,576
	25,190	3,687,200	123,773	33,642	6,696	‡1,696	592	60,444	19,827	1,101	1,181	1,706	728	404	57	5,809	‡51,765	24,099

* Gas Made Registered is incomplete, this figure being to April 20.

** Gas Made Registered is incomplete, this figure being to May 12, Meter broken down, Provsion for 4 Meters.

‡ This total is made up as follows:

Coal Hoist Boilers	10
Distribution Boilers	1,674
Purification	12
	1,696

‡ This total is made up as follows:

Retort House	36,159
Coal	1,890
Coke	11,321
Incidentals	2,395
	51,765

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Exhibit "2"
Part "II"

42ND STREET STATION

MONTHLY RECORD OF GAS MANUFACTURED DURING YEAR 190[illegible]

Date	Gas Made			Received from Stations			Sent Out	Send Out		Received	Coal Used in Making Gas	Coal Carbonized	Yield in Cubic Feet	
	Registered	Avg. Temp.	Corrected	Oil Gas 14th St.	21st Street	44th Street	to Consumers	Maximum	Minimum	(In Tons)	Slope (Tons)	(Pounds)	Per Pound	Per Ton
January	140,107	66	138,048	....	128,913	108,250	373,723	13,415	10,864	7,470.5	.52	25,443,060	5.4258	12,154
February	127,641	66	125,663	....	107,58[illegible]	88,925	322,425	13,106	10,786	8,165.0	3.19	22,960,875	5.4729	12,259
March	136,642	73	131,952	....	91,680	106,490	331,327	12,557	8,733	14,758.5	3.11	24,986,145	5.2810	11,827
April	114,624	75	109,991	....	75,747	105,155	290,063	10,657	8,371	11,285.5	7.60	21,028,520	5.2306	11,717
May	101,877	77	97,423	....	70,325	98,150	266,983	9,744	7,417	8,169.5	2.06	18,456,075	5.2786	11,824
June	92,477	76	88,450	1,498	63,272	81,500	234,635	9,128	5,330	8,888.0	2.00	17,446,215	5.0699	11,357
July	89,084	81	84,096	10,660	24,101	77,000	195,896	7,510	3,942	8,556.5	1.88	17,197,785	4.8899	10,953
August	91,300	81	86,103	3,500	9,455	92,000	190,527	7,247	4,345	7,132.5	2.94	17,388,995	4.9516	11,092
September	89,449	75	85,944	600	29,443	106,500	224,961	9,085	5,200	7,928.0	2.04	16,757,280	5.1288	11,488
October	99,216	74	95,686	1,250	83,233	124,240	304,609	12,137	7,839	5,069.0	4.74	17,786,557	5.3794	12,050
November	99,226	68	97,241	....	141,172	125,020	360,903	15,253	10,407	6,430.5	2.11	18,127,395	5.3643	12,016
December	99,272	62	98,848	....	162,857	137,150	398,945	14,589	11,109	7,714.5	....	18,762,260	5.2578	11,777
	1,280,913	73	1,239,245	17,508	987,779	1,250,380	3,494,987	15,253	3,942	101,568.0	32.19	236,341,162	5.2430	11,710

Date	Candle Power Station Test			Specific Gravity	Lime, bushels		Iron Mass	Croton Water		COKE						Sent to Station (in lbs.) (No. Loads)			
	Uncorrected	Temp.	Corrected		Received	Used	Bushels Received and Used	Cubic Feet Used	Cubic Feet Used per M	Produced Loads	Retorts	Boilers Exhauster	Boilers Coal Hoist	% Produced for Fuel	Sold Loads	44th St.	63rd St.	74th St.	111th St.
January	22.50	66	22.81	4.87	4,550	7,650	....	326,000	2.36	11,358.50	2,152.00	482	227	25	6,832.33	774	148	270	11
February	22.56	66	22.90	4.85	4,900	8,100	3,000	296,300	2.36	10,250.39	2,349.00	453	142	29	6,008.07	701	108	320	...
March	22.54	72	23.30	4.81	5,700	6,850	....	333,800	2.53	11,154.53	2,281.53	443	126	20	7,016.00	737	140	195	261
April	22.61	75	23.57	4.81	9,500	8,000	....	285,000	2.59	9,387.73	1,495.72	368	146	22	6,169.20	1,477	44	54	1
May	22.52	76	23.50	4.81	8,600	5,600	7,000	248,600	2.55	8,239.32	1,223.35	318	88	21	6,370.97	1,069	16	51	...
June	22.80	77	23.91	4.83	5,350	....	....	234,900	2.66	7,788.49	920.86	287	99	17	5,841.63	896	47	60	...
July	24.69	83	26.36	4.86	950	....	....	253,100	3.03	7,677.58	1,094.11	249	132	17	5,904.97	1,090	39	25	8
August	23.49	80	24.84	4.86	....	....	....	243,800	2.83	7,762.94	689.91	298	77	16	6,071.03	980	...	57	259
September	23.91	78	25.12	4.89	2,550	5,100	5,000	248,200	2.89	7,480.93	218.30	278	99	18	6,373.63	581	31	59	...
October	24.58	75	25.62	4.94	6,050	5,950	....	200,900	2.10	7,940.43	505.20	303	77	22	6,964.23	...	14	72	5
November	23.57	78	24.60	4.97	4,750	7,650	5,000	204,300	2.10	8,092.59	1,222.00	344	131	23	6,294.30	...	24	78	...
December	23.41	76	24.45	...	7,950	7,225	....	242,100	2.45	8,376.01	1,687.01	361	154	26	5,275.00	...	134	302	19
	23.27	75	24.25	4.86	60,850	62,125	20,000	3,119,000	2.52	105,509.44	15,838.99	4,186	1,498	21	76,021.36	8,235	765	1,543	564

EXHIBIT "E"—PART "2," Cont.

42ND STREET STATION—Continued.

Date	Retorts Cubic Ft. Made per Retort in Action	Retort House	Number Days Labor in Manufacture Coal	Coke	Incidentals	Gas Made Per Day's Labor Employed	Gas Oil Received Gallons	Gallons Corrected	Specific Gravity	Used Gallons	Gallons Used per M.
January	7,834	5,401	740	477	155	19,634	230,002	223,547	32.0	208,576	1.51
February	7,902	4,998	795	425	140	18,904	228,822	221,953	29.7	189,566	1.51
March	7,621	5,223	1,368	504	155	17,535	187,784	183,302	29.5	205,682	1.56
April	7,499	4,465	990	442	150	17,406	189,721	187,307	29.2	187,959	1.71
May	7,535	3,904	804	446	155	17,506	170,281	168,294	29.1	162,241	1.67
June	7,184	3,676	831	432	150	16,880	140,068	137,460	30.5	146,461	1.67
July	6,808	3,430	1,063	452	155	15,879	182,041	176,771	30.5	152,082	1.81
August	6,977	3,368	1,092	465	155	16,323	133,556	133,270	30.5	151,228	1.76
September	7,188	3,098	1,268	463	150	16,439	85,460	86,012	30.0	153,089	1.78
October	7,597	3,138	1,109	477	155	18,700	196,701	190,742	30.1	171,248	1.79
November	7,609	3,216	1,375	468	150	17,862	205,302	200,589	34.0	177,643	1.83
December	7,481	3,309	1,380	483	155	17,852	203,609	198,169	34.4	177,638	1.80
	7,436	47,226	12,815	5,534	1,825	17,584	2,153,347	2,107,416	30.8	2,083,413	1.68

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EXHIBIT "E." Part "8"

21ST STREET STATION.

Monthly Record of Gas Manufactured During Year 1905.

Date	Gas Made: Registered	Ave. Temp.	Corrected	Oil Gas	Total	Sent out to Consumers	Sent to Stations: Oil Gas 14th St.	14th St.	18th St.	42nd St.	Fuel Used per M: Send Out Maximum	Send Out Minimum	Gazogenes and Generators	Boilers	Oil Per M Gals.
January	450,100	68	440,179	17,263	457,442	194,587	17,263	90,339	26,685	128,913	8,106	3,141	35.78	3.09	4.78
February	393,518	69	384,604	15,400	400,004	171,585	15,400	80,803	23,939	107,581	7,313	3,140	34.77	3.52	4.57
March	405,505	68	396,558	13,608	410,166	180,094	13,608	94,565	30,637	91,680	7,218	3,535	34.10	6.97	4.45
April	344,721	68	337,287	11,898	349,185	153,512	11,898	79,586	27,960	75,747	6,360	3,141	36.40	4.57	4.49
May	339,254	72	327,845	11,117	338,962	143,407	11,117	87,027	27,578	70,325	5,492	2,745	35.99	5.73	4.51
June	296,949	76	284,609	12,100	296,709	128,518	12,100	72,961	20,095	63,272	5,399	2,187	34.21	7.04	4.45
July	225,051	80	213,129	14,365	227,494	109,293	14,365	67,463	11,868	24,101	4,607	2,119	34.15	5.17	4.83
August	243,232	78	231,769	13,629	245,398	126,730	13,629	76,872	18,357	9,455	6,296	2,668	34.11	9.15	4.68
September	304,031	77	290,077	13,805	303,882	143,014	13,805	91,438	26,589	29,443	6,057	2,857	33.34	7.91	4.67
October	419,902	77	401,202	15,401	416,603	173,846	15,401	108,411	35,640	83,233	7,165	2,869	33.11	6.40	4.66
November	517,373	77	493,822	16,597	510,419	192,645	16,597	123,921	36,221	141,172	7,888	[illegible]	33.89	4.78	4.62
December	582,800	78	555,039	16,075	571,114	209,171	16,075	146,544	36,305	162,857	8,620	3,669	33.43	3.88	4.60
	4,522,496	74	4,356,120	171,258	4,527,378	1,926,402	171,258	1,119,930	321,874	987,779	8,680	2,119	34.44	5.68	4.65

Date	Candle Power at Station: Total Cubic Feet	Per M	Without Correction	Temp.	Corrected	Candles per Gallon of Oil Used	Oil Used: Specific Gravity	Gallons Received	Gallons Corrected	Used for Making Gas	Gallons Per M	Materials Used for Oil Gas: Experimental Machine Coal	Oil	Gas Oil	Drip Oil	Coal	Coke
January	943,700	2.14	23.88	78	25.14	5.26	30.00	2,556,822	2,529,483	2,105,392	4.78	....	...	345,450	115,600	....	....
February	755,300	1.96	23.65	79	24.95	5.46	29.40	2,008,282	1,992,882	1,756,027	4.57	....	...	298,300	105,600	....	....
March	738,300	1.86	23.46	81	24.84	5.58	29.97	2,035,446	2,006,173	1,70[illegible]320	4.45	....	...	268,105	100,000	....	....
April	635,200	1.88	23.82	79	25.07	5.58	33.80	1,852,244	1,837,142	1,509,012	4.47	....	...	231,307	77,750	....	1,925
May	658,400	2.01	24.01	82	25.50	5.65	29.53	1,687,404	1,660,769	1,479,162	4.51	....	...	219,215	79,000	....	....
June	760,200	2.67	25.25	82	26.85	6.03	29.53	1,410,391	1,402,870	1,266,217	4.45	....	...	239,625	73,300	....	....
July	966,200	4.54	25.79	86	27.72	5.74	28.38	1,442,846	1,445,369	1,031,521	4.83	....	...	290,920	88,450	....	....
August	932,000	4.02	24.91	82	26.50	5.66	28.52	1,376,498	1,371,915	1,084,764	4.68	....	...	278,440	93,350	....	....
September	865,700	2.98	24.81	80	26.20	5.61	28.80	1,553,875	1,551,097	1,354,593	4.70	....	...	277,720	94,600	.....	....
October	795,900	1.98	25.13	78	26.38	5.66	29.70	2,200,085	2,187,235	1,869,295	4.66	248*	18*	297,350	108,900	24,800	3,350
November	728,800	1.48	25.52	76	26.69	5.78	33.11	2,547,912	2,538,165	2,282,545	4.62	882*	115*	307,900	114,000	88,230	850
December	790,600	1.42	25.34	76	26.51	5.76	34.49	3,082,979	3,061,795	2,555,358	4.60	259*	36*	309,440	118,700	25,900	3,500
	9,570,300	2.19	24.63	80	26.03	5.65	30.72	23,754,784	23,584,895	20,058,206	4.61	1389*	169*	3,364,772	1,169,250	138,930	9,625

* Note. This represents hundreds.

21st STREET STATION, Continued.

Date	Fuel for Generators: Anthracite Coal	Fuel for Generators: Coke	Fuel for Generators: In Action	Fuel for Boilers: Anthracite Coal Pea and Dust	Fuel for Boilers: Buckwheat Coal	Fuel for Boilers: Black Coal	Fuel for Boilers: Coke	Fuel for Boilers: Coke Breeze	Fuel for Boilers: Used Per M	Tar (Pounds)	Total Solid Fuel Used: Coal	Total Solid Fuel Used: Used Per M	Total Solid Fuel Used: Coke and Breeze	Total Solid Fuel Used: Used PerM
January	12,837,955	2,911,108	7	476,110	.....	.....	885,402	.....	3.09	.....	13,314,065	30.24	3,796,510	8.62
February	11,698,903	1,674,380	7	311,935	.....	31,360	813,540	198,180	3.52	2,708,739	12,042,200	31.31	2,686,100	6.98
March	10,967,430	2,555,790	6	.....	.....	.....	1,780,990	981,600	6.97	2,106,421	10,967,430	27.66	5,318,380	13.41
April	7,625,060	4,656,265	6	.....	.....	.....	1,165,740	373,210	4.57	1,890,100	7,625,060	22.60	6,195,215	18.37
May	9,541,740	2,255,600	6	1,014,570	.....	285,210	344,840	235,180	5.73	1,449,785	10,841,520	33.07	2,835,620	8.65
June	7,870,705	1,862,580	4.3	1,273,160	.....	386,995	128,410	217,080	7.04	1,298,860	9,530,860	33.49	2,208,070	7.76
July	6,045,200	1,234,530	3.3	730,480	.....	215,560	77,220	78,080	5.17	1,746,165	6,991,240	32.80	1,389,830	6.52
August	6,561,280	1,343,970	3.6	1,430,675	.....	407,960	162,150	120,620	9.15	1,174,545	8,399,915	36.24	1,626,740	7.02
September	8,314,600	1,355,740	4.7	1,809,920	.....	368,920	116,580	.....	7.91	1,160,481	10,493,440	36.17	1,472,320	5.28
October	11,923,950	1,360,270	6	1,477,445	672,425	280,760	136,850	.....	6.52	2,354,780	14,354,580	35.78	1,497,120	3.73
November	15,390,805	1,342,590	7.18	712,650	1,052,800	492,570	105,750	.....	4.83	2,932,335	17,648,825	35.78	1,448,340	2.98
December	17,731,565	823,520	8	666,990	940,800	453,100	93,990	.....	3.88	3,196,805	19,792,455	35.66	917,510	1.65
	126,509,195	23,376,343	5.76	9,903,935	2,666,025	2,922,435	5,811,462	2,203,950	5.10	22,019,016	142,001,590	32.59	31,391,755	7.21

Date	Fuel for Tank Yard Boiler: Coal (Pounds)	Fuel for Tank Yard Boiler: Coke	Coal (Tons): Received	Coal (Tons): Sold	Lime and Iron Mass (Bushels): Received	Lime and Iron Mass (Bushels): Used	Coke Pounds Received	Coke Breeze Pounds Received	Residual Oil or Tar (Gallons): Made	Residual Oil or Tar (Gallons): Used	Residual Oil or Tar (Gallons): Sold	Days' Labor Employed in Manufacture	Gas Made per Day's Labor Employed
January	349,440	532,000	4,789.10	16	5,000	....	4,336,820	.....	375,579	320,020	39,674	2,314	190,224
February	689,920	.....	4,746.30	5	....	5,000	2,513,420	198,180	312,114	302,500	14,674	1,989½	193,317
March	562,240	.....	4,953.35	39	5,000	....	4,351,780	981,600	369,071	233,660	147,568	2,05[illegible]	193,066
April	349,440	.....	3,851.35	2	....	....	5,891,430	373,210	248,854	203,870	20,200	2,0[illegible]¼	162,450
May	208,320	.....	4,255.30	..	....	....	2,483,190	235,180	312,364	159,852	146,731	1,974	166,081
June	201,600	.....	4,470.95	7	1,750	380	1,990,740	217,080	310,312	143,354	177,766	1,426½	199,516
July	208,320	.....	3,768.25	1	....	5,454	1,316,750	78,080	272,870	193,731	76,512	1,220½	174,625
August	208,320	.....	3,834.05	..	....	168	1,501,620	120,620	235,761	130,645	103,290	1,298	178,559
September	201,600	.....	7,861.55	..	27,400	17,348	1,472,320	.....	331,824	128,194	190,054	1,630¼	177,934
October	208,320	.....	9,899.75	64	....	10,350	1,501,970	.....	456,376	263,433	174,779	1,851½	216,690
November	201,600	.....	6,560.65	37	3,000	2,110	1,455,190	.....	451,379	327,985	136,283	2,022¾	244,134
December	604,400	.....	10,258.15	34	....	....	927,010	.....	507,387	357,195	175,515	2,161¼	258,814
	4,083,520	532,000	69,248.75	205	42,150	40,810	29,742,240	2,203,950	4,183,891	2,764,489	1,403,046	*22,018½	196,284

* This total is made up as follows:

Purifying House	1,345¼
Generator House	15,648¾
Incidentals	5,024½
	22,018½

Exhibit "E"—Part "4"

44TH STREET STATION

Monthly Record of Gas Manufactured During Year 1905.

Date	Gas Made: Registered	Gas Made: Average Temp.	Gas Made: Corrected	Sent Out: Consumer	Sent Out: 42nd St. Station	Sent Out: Maximum	Sent Out: Minimum	Fuel Used per M: Gasengines & Generators	Fuel Used per M: Boilers	Water: Total Cubic Feet	Water: Used Per M	Candle Power: Without Correction	Candle Power: Temp.	Candle Power: Corrected
January	252,888	74	243,823	135,627	108,250	5,178	2,775	34.47	2.89	477,900	1.96	23.84	75	24.85
February	211,702	70	206,035	116,269	88,925	4,767	2,943	34.07	1.61	415,800	2.01	23.71	75	24.70
March	224,792	73	216,831	111,131	106,490	4,354	1,937	32.37	1.72	399,200	1.84	24.62	77	25.82
April	205,473	76	196,318	90,358	105,155	3,624	1,845	34.17	3.34	423,100	2.16	22.57	75	23.47
May	200,586	85	186,924	88,764	96,150	3,449	1,743	35.36	4.62	366,500	1.96	22.88	79	24.14
June	167,836	91	153,193	71,709	81,500	3,338	1,410	33.59	4.16	342,900	2.24	24.37	81	26.05
July	133,612	88	123,375	45,993	77,000	1,869	877	33.67	4.65	272,100	2.23	25.98	87	28.06
August	154,717	88	142,637	50,665	92,000	2,442	766	32.94	5.09	347,400	2.44	24.52	86	26.40
September	171,011	81	161,210	55,282	106,500	2,298	1,042	33.86	4.89	304,900	1.89	24.40	81	25.88
October	205,708	80	194,467	70,399	124,240	2,918	964	32.43	3.79	354,900	1.82	24.32	78	25.77
November	219,840	75	210,781	85,016	125,020	3,390	1,442	33.84	3.01	371,600	1.76	23.55	74	24.51
December	241,517	78	229,881	93,071	137,150	3,435	2,194	32.18	3.65	406,500	1.77	23.14	76	24.21
	2,389,702	80	2,265,475	1,014,284	1,250,380	5,178	766	33.58	3.62	4,482,800	2.01	24.01	79	25.32

Date	Gas Oil: Specific Gravity	Gas Oil: For Gas Making	Gallons Per M	Gas Oil: Sent to 58th St. Station	Fuel for Generators: Anthracite	Fuel for Generators: Anthracite Pea Coal	Fuel for Generators: Coke	Fuel for Generators: Used per M	Fuel for Generators: In Action	Fuel for Boilers: Anthracite Pea and Dust	Fuel for Boilers: Slack Coal	Fuel for Boilers: Coal	Fuel for Boilers: Buckwheat	Fuel for Boilers: Coke	Fuel for Boilers: Coke Breeze	Fuel for Boilers: Used Per M	Fuel for Boilers: In Action
January	30.40	1,173,507	4.81	...	7,851,889	.....	550,775	34.47	4-20/31	227,195	98,078	.....	.....	337,630	44,010	2.89	5- 9/31
February	29.73	943,595	4.58	...	6,189,780	.....	830,367	34.07	3-23/28	91,810	....	.....	.....	238,930	....	1.61	4-26/28
March	31.58	1,001,604	4.62	...	6,248,670	.....	770,290	32.37	3-24/31	153,830	....	.....	.....	218,910	....	1.91	5
April	34.48	859,721	4.38	...	4,252,580	614,035	1,841,750	34.17	3-26/30	405,010	9,020	.....	.....	242,365	....	3.34	5
May	30.08	822,582	4.40	...	4,385,330	866,175	1,358,690	35.36	4- 2/31	306,960	95,155	119,385	.....	342,050	....	4.62	5
June	29.19	727,077	4.75	...	3,402,480	545,430	1,108,010	33.59	3- 2/30	251,935	63,420	91,970	.....	231,745	....	4.16	5
July	29.01	610,603	4.95	50	2,446,940	368,135	1,338,955	33.67	2-17/31	259,585	8,730	90,275	.....	215,320	....	4.65	3-11/31
August	29.15	656,493	4.60	50	4,008,285	.....	690,230	32.94	2-13/31	247,790	18,040	.....	.....	459,860	....	5.09	3- 5/31
September	29.49	763,833	4.74	...	4,855,720	.....	603,340	33.86	3	210,125	....	.....	.....	578,615	....	4.89	4
October	29.95	954,397	4.91	...	6,294,070	.....	12,440	32.33	3	509,745	35,070	.....	111,540	81,914	....	4.73	4- 4/28
November	34.25	1,008,611	4.78	...	7,132,800	.....	.....	33.86	3-29/30	329,790	83,690	.....	221,595	.....	....	3.00	5
December	34.75	1,051,934	4.58	...	7,397,715	.....	.....	32.18	3-26/31	369,750	50,350	.....	419,575	.....	....	3.65	4-30/31
	31.34	10,573,957	4.68	100	64,556,259	2,393,775	9,104,847	33.57	3-15/30	3,363,525	461,553	301,630	752,710	2,947,639	44,010	3.71	4.57

(Continued)

Exhibit "E"—Part "4"—*Cont.*

44TH STREET STATION—*Continued.*

Date	Total Solid Fuel Used				Coal			Residual Oil or Tar			Day's Labor Generator House	Gas Made per Day's Labor Employed
	Coal	Used per M	Coke and Breeze	Used per M	Total Coal Received	Sold, etc.	Coke Received	Made Gallons	Used Gallons	Sold Gallons		
January	3,650.51	33.54	416.25	3.82	3,270.55	15.00	1,072,346	351,214	199,206	152,134	833.25	191,451
February	2,804.28	30.50	477.36	5.21	2,480.75	16.00	990,670	303,054	198,018	74,486	707.25	183,754
March	2,858.26	29.53	441.61	4.56	3,986.90	13.00	1,068,275	291,318	200,651	128,717	667.60	200,872
April	2,257.43	26.90	930.41	10.61	2,102.25	9.00	2,149,525	178,192	159,901	21,454	616.55	197,991
May	2,577.23	30.88	759.26	9.10	3,550.40	....	1,549,860	203,020	139,820	47,308	698.40	173,850
June	1,984.48	29.01	598.10	8.74	1,610.85	1.00	1,284,960	164,539	121,552	30,173	570.95	157,866
July	1,416.81	25.72	694.01	12.60	2,241.05	....	1,563,355	125,140	91,771	43,889	532.35	133,696
August	1,908.08	29.97	513.43	8.06	1,760.40	....	1,315,870	137,365	91,020	60,936	506.35	163,406
September	2,261.54	31.42	527.66	7.33	3,492.30	....	837,480	174,999	104,258	52,996	539.10	166,824
October	3,102.86	35.76	42.12	5.90	3,174.45	19.75	.....	244,329	127,725	108,409	615.80	187,104
November	3,467.80	36.85	.....	...	3,311.30	26.00	.....	251,582	153,727	113,457	702.05	191,263
December	3,677.41	35.83	.....	...	2,305.60	16.00	.....	192,771	162,335	16,458	724.00	201,473
	32,066.69	31.33	5,400.21	7.59	33,346.80	115.75	11,832,341	2,617,523	1,749,984	852,417	7,713.65	179,129

(*Concluded*)

Exhibit "E"—Part "5."

99TH STREET STATION

Monthly Record of Gas Manufactured During Year 1905.

Date	Gas Made: Registered	Gas Made: Avg. Temp.	Gas Made: Corrected	Sent To: Central Union Station	Sent To: Customers	Send Out: Maximum	Send Out: Minimum	Fuel Used per M: Gasogenes & Generators	Fuel Used per M: Boilers	Oil per M Gallons	Water: Total Cubic Feet	Water: Per M	Candle Power at Station: Without Correction	Candle Power at Station: Temp.	Candle Power at Station: Corrected	Candles per Gallon of Oil Used
January	150,476	69	146,894	....	145,971	5,760	2,556	34.25	3.07	4.76	229,500	1.56	24.71	68	25.23	5.30
February	137,472	72	133,124	2,967	130,371	6,147	3,316	33.82	2.76	4.70	200,100	1.50	24.42	70	25.10	5.34
March	147,831	73	142,919	....	142,133	5,550	2,979	34.19	2.58	4.58	185,800	1.30	24.55	71	25.31	5.53
April	134,393	73	129,867	....	128,783	5,701	2,815	35.79	2.94	4.38	173,200	1.33	24.53	66	24.91	5.69
May	110,498	74	106,283	....	107,997	6,130	128	36.80	2.04	3.60	113,400	1.07	24.07	71	24.76	6.88
June	90,607	76	86,778	....	84,494	5,279	624	33.82	4.17	3.90	169,000	1.95	24.90	76	26.03	6.67
July	100,355	81	94,024	....	95,572	4,627	1,790	32.19	3.11	4.51	199,700	2.11	27.53	80	29.10	6.45
August	102,940	80	97,464	....	100,692	7,201	1,094	32.11	3.24	4.40	209,600	2.15	25.26	76	26.44	6.01
September	95,454	77	91,188	....	87,471	4,022	935	32.23	3.20	4.30	121,100	1.33	24.53	74	25.47	5.92
October	95,107	69	92,880	....	93,864	5,633	350	31.88	1.84	4.53	145,100	1.56	24.35	69	24.98	5.51
November	89,455	71	86,962	....	87,251	4,560	165	32.12	3.61	4.55	163,400	1.88	23.86	69	24.46	5.38
December	99,773	70	97,078	....	96,924	4,799	1,520	32.42	4.27	4.58	152,200	1.57	23.70	71	24.42	5.33
	1,354,355	74	1,306,061	2,967	1,301,573	7,201	128	33.63	3.07	4.43	2,062,100	1.58	24.70	72	25.52	5.78

	Gas Oil: Gallons Received	Gas Oil: Gallons Corrected	Gas Oil: Specific Gravity	Gas Oil: Used	Gas Oil: Gallons Per M	Fuel for Generators: Anthracite Coal (Pounds)	Fuel for Generators: Coke (Pounds)	Fuel for Generators: Used Per M	Fuel for Generators: In Action	Fuel for Boilers: Anthracite: Coal	Fuel for Boilers: Anthracite: Pea and Dust	Fuel for Boilers: Buckwheat Coal	Fuel for Boilers: Slack Coal	Fuel for Boilers: Coke Breeze	Fuel for Boilers: Used Per M	Fuel for Boilers: Tar (Pounds)	Fuel for Boilers: Used Per M	Fuel for Boilers: In Action
January	646,229	630,726	30.65	699,179	4.76	5,013,120	18,030	34.25	3.00	73,920	73,920	53,760	53,760	195,953	3.07	1,007,982	6.86	4.00
February	639,684	633,514	30.65	626,008	4.70	4,502,400	....	33.82	3.00	62,720	53,760	44,800	49,280	157,300	2.76	942,318	7.08	4.89
March	665,338	645,646	31.04	655,171	4.58	4,872,000	15,000	34.19	3.00	145,600	56,000	.....	56,000	111,957	2.58	829,393	5.80	3.42
April	553,259	535,717	31.10	568,439	4.38	4,648,000	....	35.79	3.00	138,880	64,960	.....	64,960	113,168	2.94	784,774	6.04	3.00
May	454,281	447,329	30.25	383,006	3.60	3,911,040	....	36.80	2.00	78,400	38,080	.....	38,080	63,147	2.04	874,842	8.23	2.00
June	330,148	324,240	29.99	338,834	3.90	2,934,400	....	33.82	2.00	127,680	62,720	.....	62,720	108,230	4.18	503,517	5.84	2.66
July	432,094	420,598	29.18	426,329	4.51	3,046,400	....	32.19	2.00	118,720	51,520	.....	44,800	79,821	3.11	639,648	6.76	3.00
August	429,423	420,267	29.42	429,153	4.40	3,129,280	....	32.11	2.00	136,640	67,200	.....	24,640	87,736	3.24	650,390	6.67	3.00
September	435,218	444,484	30.82	391,722	4.30	2,938,880	....	32.23	2.00	44,800	64,960	71,680	.....	111,087	3.20	645,978	7.16	3.00
October	420,233	407,331	30.58	421,106	4.33	2,961,280	....	31.88	2.00	.....	49,280	96,544	24,640	.....	1.84	750,361	8.10	3.00
November	335,132	324,737	33.26	395,621	4.55	2,793,280	....	32.12	2.00	91,840	85,120	103,040	33,600	.....	3.61	588,115	6.76	3.00
December	561,734	546,626	33.76	444,859	4.58	3,147,200	....	32.42	2.00	20,160	138,880	208,320	47,040	.....	4.27	569,639	5.89	3.00
	5,922,773	5,781,235	30.94	5,779,427	4.43	43,897,280	33,030	33.63	2.33	1,039,360	806,400	578,144	499,520	1,028,399	3.03	8,788,957	6.73	3.16

99TH STREET STATION—*Continued.*

	Total Solid Fuel Used				Coal (Tons)		Iron Mass Bushels		Coke Breeze (Pounds)		Residual Oil or Tar (Gals.)			Days' Labor Employed in Manufacture	Gas Made per Day's Labor Employed
	Coal	Per M	Coke and Breeze	Per M	Received	Sold	Received	Used	Received	Sent	Made	Used	Sold		
January	5,268,480	35.87	213,983	1.45	2,340.30	32.00	....	....	.....	.....	182,460	111,811	63,106	945	155,443
February	4,712,960	35.40	157,300	1.18	1,624.75	37.85	500	500	282,140	.....	166,760	106,028	74,698	874	152,316
March	5,129,600	35.89	126,957	.88	2,201.45	47.43	1,500	1,500	.....	31,519	167,112	92,402	66,394	942	151,719
April	4,916,800	37.86	113,168	.87	1,702.85	10.00	....	....	.....	4,488	135,900	85,598	44,476	920½	141,083
May	4,065,600	38.25	63,147	.59	2,205.80	37.00	....	....	526,680	32,790	117,740	96,096	26,038	903	117,700
June	3,187,520	33.59	108,230	1.26	1,384.40	44.00	500	500	.....	52,480	90,460	55,982	40,082	709½	120,899
July	3,261,440	34.46	79,821	.84	989.55	27.00	2,000	2,000	.....	39,514	103,940	70,530	17,682	746	126,842
August	3,357,760	34.45	87,736	.90	1,817.80	32.00	....	....	.....	52,567	105,380	71,380	32,592	741½	131,442
September	3,120,320	34.32	111,087	1.44	2,284.90	64.00	2,500	2,500	.....	17,191	99,785	71,933	30,068	825	110,531
October	3,131,744	33.74	.....	...	2,721.10	110.00	....	....	.....	.....	105,670	84,565	33,976	872	106,513
November	3,106,880	35.73	.....	...	1,750.70	63.00	....	....	.....	.....	95,600	67,499	29,312	777	111,920
December	3,361,600	36.69	.....	...	2,398.75	26.00	2,500	2,500	.....	.....	93,600	63,882	16,024	849	114,344
	46,820,704	35.85	1,061,429	1.05	23,422.35	530.28	9,500	9,500	808,820	230,549	1,464,407	977,706	474,448	*10,104½	128,396

* This total is made up as follows:

Purifying House	1,020½
Generating House	4,226
Coal	1,937
Incidentals	2,921
	10,104½

(Account No. 67)

Exhibit "C"
Schedule "I"

DEPRECIATION ACCOUNT.

Year ended December 31, 1905.

Voucher 1905. No.			Amount Charged.	Balances.
Jan. 8	Services		$1,109.00	
	Meters		1,810.05	
	Gas Stoves, Meter Repair Shop...		80.07	
				$2,999.12
Feb. 31	Services:			
	111th Street		$ 59.00	
	Hester Street		345.00	
	66th Street		622.00	
			$1,026.00	
	Meters		2,236.90	
	Gas Stoves, Repair Shop		95.94	
				$6,357.96
Mar. 47	Sundries:			
	Meters		$2,478.15	
	Services		2,859.00	
	General Office	$ 15.31		
	Repair Shop	151.97	167.28	
				$11,862.39
April ..	Depreciation to Plant Account			
	44th Street		$1,100.00	
	For the difference in the estimated present value and the initial cost of Knowles' 10 x 16 x 12 Air Compressor, transferred to Astoria L. H. & P. Co., April 22, 1905:			
	Original value	$1,550.00		
	Transferred at	450.00		
	Difference	$1,100.00		
	Sundries for amounts written off:			
	Mains:			
	Hester Street	$295.64		
	66th Street	631.02	$926.66	
	Services:			
	Hester Street	$1,579.00		
	66th Street	838.00		
	111th Street	1,296.00		
			$3,713.00	
	Meters		2,489.60	
	Gas Stoves:			
	General Office	$35.20		
	Repair Shop	107.84	143.04	
	Carried Forward			$20,234.69

Exhibit "C"
Schedule "1"—(Continued)

DEPRECIATION ACCOUNT—(Continued).

Voucher 1905. No.			Amount Charged.	Balances.
	Brought Forward			$20,234.69
May 79	Sundries for amounts written off:			
	Mains:			
	Hester Street	$ 4.38		
	111th Street	296.14	$300.52	
	Services:			
	Hester Street	$2,839.00		
	66th Street	2,110.00		
	111th Street	1,990.00	$6,939.00	
	Meters		2,564.55	
	Gas Stoves:			
	Hester Street	$ 6.00		
	Repair Shop	290.23	296.23	
				$30,334.99
June 105	Sundries for amounts written off:			
	Mains:			
	66th Street	$ 454.73		
	111th Street	1,792.80	$2,247.53	
	Services:			
	Hester Street	$1,503.00		
	66th Street	1,428.00		
	111th Street	2,647.00	5,578.00	
	Meters		3,193.65	
	Gas Stoves:			
	Broadway	$1.65		
	General Office	5.94		
	Repair Shop	32.90	40.49	
107	Sundries.			
	For regular semi-annual depreciation written off:			
	Gas Stove Rental, 10%.....		$25.012.19	
	Tools & Implements, 20%			
	14th Street	$ 872.35		
	18th Street	253.08		
	21st Street	1,390.14		
	42d Street	742.75		
	44th Street	745.58		
	99th Street	511.45		
	Hester Street	396.52		
	Avenue A	498.93		
	66th Street	601.84		
	114th Street	541.42		
	Carried Forward	$6,554.06	$66,406.85	$30,334.99

Exhibit "C"
Schedule "1"—(Continued)

DEPRECIATION ACCOUNT—(Continued).

Voucher 1905. No.			Amount Charged.	Balances.
	Brought Forward		$66,406.85	$30,334.99
	Tools & Implements, 20%:			
	Brought Forward	$6,554.06		
	Repair Shop	1,770.26		
	Hester Street	938.75		
	66th Street	964.79		
	111th Street	1,335.08		
	General Office	837.84	12,400.78	
				$78,807.63
July 117	Sundries for amounts written off:			
	Meters		$1,989.15	
	Services:			
	Hester Street	$1,260.00		
	66th Street	930.00		
	111th Street	1,358.00	3,548.00	
	Mains:			
	Hester Street	$1,845.45		
	66th Street	198.98		
	111th Street	510.94	2,555.37	
	Gas Stoves:			
	Repair Shop	$102.58		
	do do	*2.00		
	For condemned Stove not shown in April Statement, No. 1, Clark Jacob Heater.	*17.80	82.78	
				$86,983.93
Aug. 139	Sundries for amounts written off:			
	Gas Stoves:			
	Repair Shop		$ 89.75	
			2,350.41	
	Meters			
	Services:			
	Hester Street	$852.00		
	66th Street	654.00		
	111th Street	1,002.00	2,508.00	
	Mains—66th Street		546.76	
				$92,477.89
Sept. 158	Sundries for amounts written off:			
	Mains:			
	Hester Street	$375.69		
	66th Street	958.58		
	111th Street	808.28	$2,142.55	
	Services:			
	Hester Street	$1,405.00		
	66th Street	1,368.00		
	111th Street	630.00	3,403.00	
	Carried Forward		$98,023.44	92,477.89

* Red Ink in Original.

Exhibit "C"
Schedule "1"—(Continued)

DEPRECIATION ACCOUNT—(Continued).

Voucher 1905. No.			Amount Charged.	Balances.
	Brought Forward		$98,023.44	$92,477.39
	Meters		1,666.05	
	Gas Stoves:			
	Repair Shop		64.05	
				$99,753.54
Oct. 181	Sundries for amounts written off:			
	Mains:			
	Hester Street	$ 773.66		
	66th Street	37.10		
	111th Street	1,236.40	2,047.16	
	Services:			
	Hester Street	$1,172.00		
	66th Street	1,275.00		
	111th Street	575.00	$3,022.00	
	Meters:			
	Repair Shop		2,077.10	
	Gas Stoves:			
	Repair Shop		244.60	
				$107,144.40
Nov. 197	Depreciation:			
	Gas Stoves—Repair Shop		$23.85	
198	Sundries:			
	Mains:			
	Hester Street	$890.85		
	66th Street	438.48		
	111th Street	49.35	1,378.68	
198	Services:			
	Hester Street	$812.00		
	66th Street	445.00		
	111th Street	535.00	1,792.00	
198	Meters		867.50	
			532.35	
				$111,738.78
Dec. 215	Depreciation, Street Mains		$78,352.15	
	Number of feet of abandoned 2", 3" and 4" Street Mains from Dec. 31, 1902, to Dec. 31, 1905:			
	2"—125' @ .55.....	$ 68.75		
	3"—53,950' @ .70.....	37,765.00		
	4"—50,648' @ .80.....	40,518.40		
		$78,352.15		
	Sundries for amounts written off:			
218	Mains—Hester Street		64.16	
	Carried Forward		$190,155.09	$111,738.78

Exhibit "C"
Schedule "1"—(Continued)

DEPRECIATION ACCOUNT—(Continued).

Voucher 1905. No.				Amount Charged.	Balances.
	Brought Forward			$190,155.09	$111,738.78
	Services:				
	Hester Street		$893.00		
	66th Street		634.00		
	111th Street		377.00	1,904.00	
	Meters			1,390.70	
	Gas Stoves:				
	42d Street		36.57		
	General Off. Furn. & App....		11.25		
	Repair Shop		28.35	76.17	
223	Depreciation at Stations:				
	Greenfield Engine transferred from the 21st Station to the Repair Shop:				
	New	$250.00			
	Old	150.00	$100.00		
	American Blower Engine transferred from 21st Station to the Repair Shop:				
	New	$300.00			
	Old	206.00	94.00		
	No. 9 Blake Pump transferred from 42d Street Station to 111th St. Station:				
	New	$260.00			
	Old	130.00	130.00		
	McKenzie Exhauster transferred from 63d Street Station to 42d Street Station:				
	New $4,000.00				
	Old	2,000.00	2,000.00	$2,324.00	
232	Sundries:				
	Depreciating the following Accounts as at Dec. 31, 1905:				
	Gas Stoves Rented, 10%....			$28,538.54	
	Meter Cocks & Con., 10%...			31,570.89	
	Horses, Wagons & Harness, 20%			5,338.62	
	Carried Forward			$261,298.01	$111,738.78

Exhibit "C"
Schedule "1"—(Continued)

DEPRECIATION ACCOUNT—(Continued).

Voucher 1905. No.			Amount Charged.	Balances.
	Brought Forward.		$261,298.01	$111,738.78
	Office Furniture & Fixtures, 20%:			
	Fitting up Photometer Room:			
	122 Bowery .....$ 35.45			
	235 E. 79th Street.. 51.83			
	General Office..... 2,212.70	$2,299.98		
	Hester Branch	799.53		
	Irving Branch	1,546.13		
	42d Street	1,623.72		
	3d Avenue	955.11		
	14th Street Station	2.54		
	18th Street Station	7.15		
	21st Street Station	107.90		
	42d Street Station	3.87		
	44th Street Station	33.99		
	99th Street Station	20.69		
	Hester Street Department....	66.65		
	66th Street Department	335.75		
	111th Street Department.....	69.12		
	Meter Repair Shop	268.74		
	Fitting up Show Room, 2 Irving Place	201.16	$8,342.03	
	Tools & Implements, 20%'			
	14th Street Station	$770.42		
	18th Street Station	207.09		
	21st Street Station	1,430.69		
	42d Street Station	590.52		
	44th Street Station	711.02		
	99th Street Station	448.92		
	Hester Street Shop	331.44		
	Avenue A Shop	459.36		
	66th Street Shop	495.11		
	114th Street Shop	342.94		
	Meter Repair Shop	1,954.35		
	Hester Street Department....	796.67		
	66th Street Department.....	891.44		
	111th Street Department.....	1,231.84		
	General Office	1,421.06	12,082.87	
	Office Furniture:			
	To correct error in Depreciating the Account "Fitting up Show Room, 2 Irving Place" twice		*201.16	
	Automobiles & Accessories, 10% of $6,979.15		697.92	
	Renewal & Contingency Account.		*$282,219.67	

* Red Ink in Original.

(Exhibit "D," Page 2)

REPAIRS TO APPARATUS—OPERATING CHARGES TAKEN EXCEPTION TO.

... Year 1905.

No.	Goods Supplied By	Order No.	Items Taken Exception To	Amount Rejected
14th Street Station				
495	The Bristol Company	23,193	Recording Gauges	$75.00
498	The Bristol Company	23,193	Recording Gauges	37.50
	*Total 14th Street Station			*112.50
21st Street Station.				
199	Chapman Valve Mfg. Co	21,027	List 43, Figd. Valves	50.03
200	Chapman Valve Mfg. Co	19,477	List 43, F. E. O. S. Valves	40.39
201	Chapman Valve Mfg. Co	17,338	Mis. Valves	267.38
527	Manning, Maxwell & Moore	25,306	Cochrane Separator	240.00
572	Chas. A. Schieren & Co	20,983	Leather Link Belting	181.80
573	Chas. A. Schieren & Co	19,039	Leather Link Belting	180.00
692	Hohmann & Mauer Mfg. Co		Thermos., etc.	35.00
739	G. M. Regulator Company	23,822	1 No. 1 Regulator	15.00
769	B. F. Ellis	20,079	Steam Traps, etc.	50.00
770	B. F. Ellis	19,249	Steam Traps, etc.	33.00
801	Chapman Valve Mfg. Co	25,649	Valves, etc.	24.41
802	Chapman Valve Mfg. Co	26,764	Valves, etc.	68.82
803	Chapman Valve Mfg. Co	26,896	Valves, etc.	69.39
804	Chapman Valve Mfg. Co	27,270	Valves, etc.	13.91
805	Chapman Valve Mfg. Co	29,014	Valves, etc.	16.61
806	Chapman Valve Mfg. Co		Valves, etc.	55.63
807	Chapman Valve Mfg. Co	29,426	Valves, etc.	16.90
810	Consolidated Safety Valve Co	24,042	Valves, etc.	132.00
844	Chapman Valve Mfg. Co		Flanged Valves	50.63
	*Total 21st Street Station			1,508.90
42nd Street Station				
59	Christopher Cunningham	17,478	* Smoke Stack, 24 ins. dia. x 52 feet	105.00
	*Total 42nd Street Station			*105.00
44th Street Station				
84	Crosby Steam Gauge & Valve Co	19,205	2 1¼ ins. Br. Crosby Gl. Valves	32.13
412	National Meter Company	29,677	1 V. D. Empire Oil Meter	59.75
687	Hohman & Mauer Mfg. Co		Socket Thermos., etc.	52.52
	*Total 44th Street Station			*144.40
99th Street Station				
183	Chapman Valve Mfg. Co	25,621	1 8 in. List 43¼ F. E. O. S. Valve Drill	56.59
184	Chapman Valve Mfg. Co	25,621	1 8 in. List 43¼ F. E. O. S. Valve Drill	56.59
497	The Bristol Company	25,297	Recording Gauges	90.00
	*Total 99th Street Station			*203.18
	Total			$2,133.98

* Blue Ink in Original.

1518

8507

(Accounts No. 35 and 51)
(Exhibit "D," Pages 2 and 6)

Exhibit "D"
Schedule "2."

REPAIRS TO BUILDINGS—OPERATING CHARGES TAKEN EXCEPTION TO.

For Year 1905.

No.	Goods Supplied By	Order No.	Items Taken Exception To		Amount Rejected
21st Street Station					
408	Equitable Meter Company	29,356	1 3-in. Crawford Regulator, etc.		$15.00
42nd Street Station					
617	Protective Ventilator Co.	21,426	Protective Ventilators, etc.		42.50
44th Street Station					
690	Rheinfrank Wrecking Co.	25,932	Flag Pole		25.00
Hester Street Branch					
413	E. H. Ogden Lumber Co.		Oak Shelving, etc.	$102.00	
415	L. A. Hole	29,219	Putting New Water Closets, etc.	260.75	
					362.75
Irving Place					
663	Johnston Livingston, Jr., & Co.		Installing Lights, etc.		8.87
Meter Repair Shop					
421	Eagle Artificial Stone Co.	22,335	Concrete Floors Laid at E. 21st St.	755.00	
707	Foster Engineering Co.	27,963	Regulators, etc.	41.00	
					796.00
General Office					
941	Henry Diehl	29,456	Inclosing new stairway, House 2 Irving Pl.	60.00	
			Sundry repairs to buildings rented by Co.	1,618.13	
					1,678.13
					$2,534.25

POOR

(Account No. 43)
(Exhibit "D," Page 3)

GAS PURCHASED UNDER AGENCY

For Year Ended December 3

NEW AMSTERDAM GAS COMPANY.

	Quantity (Cubic Feet)	Manufacturing Cost	Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
January	219,088,600	$65,047.41	29.64	$71,552.15	32.60
February	161,516,000	47,469.55	29.39	52,216.51	32.32
March	191,699,300	50,570.28	26.38	55,627.31	29.01
April	127,116,100	34,651.85	26.79	38,117.03	29.46
May	138,148,900	40,450.00	29.28	44,495.00	32.20
June	106,098,400	32,137.20	30.29	35,350.92	33.31
July	93,237,000	28,148.25	30.19	30,963.08	33.20
August	176,554,700	48,040.53	27.21	52,844.58	29.93
September	220,349,900	59,869.07	27.17	65,855.98	29.88
October	249,902,500	68,073.44	27.24	74,880.78	29.96
November	235,274,900	67,627.52	30.02	74,390.27	33.03
December	264,210,100	81,984.39	31.03	90,182.83	34.13
	2,173,196,400	$624,069.49	28.72	$686,476.44	31.59
Add: Interest on Construction of New Plant, 5% on amount expended.				58,149.04	2.67
				$744,625.48	34.26

THE STANDARD GAS LIGHT COMPANY.

	Quantity (Cubic Feet)	Manufacturing Cost	Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
January	39,455,984	11,505.36	29.16	$12,655.90	32.07
February	24,107,855	6,950.29	28.82	7,645.32	31.70
March	41,111,103	11,807.11	28.72	12,987.82	31.59
April	22,094,640	6,712.35	30.33	7,383.59	33.36
May	52,425,871	14,626.82	27.90	16,089.50	30.69
June	42,969,060	12,232.12	28.68	13,565.33	31.54
July	17,020,140	5,298.37	31.13	5,828.21	34.24
August	25,562,850	7,727.65	30.23	8,500.42	33.25
September	23,046,000	6,598.07	28.63	7,257.88	31.49
October	54,329,527	15,630.60	28.77	17,193.66	31.64
November	29,092,025	9,009.80	30.97	9,910.78	34.06
December	32,094,267	10,577.31	32.96	11,635.04	36.25
	403,309,322	$118,775.85	29.45	$130,653.45	32.39

ABSTRACT.

	Quantity (Cubic Feet
New Amsterdam Gas Company	2,173,196,400
The Standard Gas Light Company	403,309,322
The New York Mutual Gas Light Company	267,696,800
Central Union Gas Company of New York	87,976,490
	2,932,178,912

Exhibit "D"—Schedule "4."

AS PURCHASED UNDER AGENCY AGREEMENTS

For Year Ended December 31, 1905.

S COMPANY.

Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
29.64	$71,552.15	32.60
29.39	52,216.51	32.32
26.38	55,627.31	29.01
26.79	38,117.03	29.46
29.28	44,495.00	32.20
30.29	35,350.92	33.31
30.19	30,963.08	33.20
27.21	52,844.58	29.93
27.17	65,855.98	29.88
27.24	74,880.78	29.96
30.02	74,390.27	33.02
31.03	90,182.83	34.13
28.72	$686,476.44	31.59
	58,149.04	2.67
	$744,625.48	34.26

THE NEW YORK MUTUAL GAS LIGHT COMPANY.

	Quantity (Cubic Feet)	Manufacturing Cost	Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
January	52,510,000	$17,890.16	34.07	$19,679.18	37.47
February	24,430,600	8,389.47	34.34	9,228.42	37.77
March	49,281,200	15,686.21	31.83	17,254.83	35.01
April	31,518,300	10,101.62	32.05	11,111.78	35.25
May	20,229,600	6,483.59	32.05	7,131.95	35.25
June	5,754,800	1,903.11	33.07	2,093.42	36.37
July	208,000	74.94	36.03	82.43	39.63
August	17,160,100	5,625.08	32.78	6,187.59	36.05
September	13,528,800	4,250.74	31.42	4,675.81	34.56
October	17,926,200	5,517.68	30.78	6,069.45	33.85
November	16,328,000	5,125.36	31.39	5,637.90	34.52
December	18,821,200	5,881.63	31.25	6,469.79	34.37
	267,696,800	$86,929.59	32.47	$95,622.55	35.72

GHT COMPANY.

Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
29.16	$12,655.90	32.07
28.82	7,645.32	31.70
28.72	12,987.82	31.59
30.33	7,383.59	33.36
27.90	16,089.50	30.69
28.68	13,565.33	31.54
31.13	5,828.21	34.24
30.23	8,500.42	33.25
28.63	7,257.88	31.49
28.77	17,193.66	31.64
30.97	9,910.78	34.06
32.96	11,635.04	36.25
29.45	$130,653.45	32.39

CENTRAL UNION GAS COMPANY OF NEW YORK.

	Quantity (Cubic Feet)	Manufacturing Cost	Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
January	9,471,800	$2,346.16	24.77	$2,580.78	27.24
February	7,903,700	2,102.38	26.60	2,312.62	29.26
March	7,829,700	2,143.77	27.38	2,358.15	30.11
April	6,497,200	1,587.92	24.44	1,746.71	26.88
May	5,752,000	1,318.36	22.92	1,450.19	25.21
June	5,133,600	1,169.95	22.79	1,286.94	25.06
July	5,382,900	1,561.57	29.01	1,717.72	31.91
August	6,118,800	1,840.01	30.07	2,024.01	33.07
September	6,896,400	1,926.16	27.93	2,118.78	30.72
October	8,225,900	2,496.56	30.36	2,746.22	33.39
November	8,949,800	3,044.26	34.02	3,348.68	37.42
December	9,814,600	3,147.54	32.07	3,462.29	35.27
	87,976,400	$24,684.64	28.06	$27,153.09	30.86

STRACT.

	Quantity (Cubic Feet)	Manufacturing Cost	Mfg. Cost Per M. Cu. Ft. (Cents)	Manufacturing Cost Plus 10%	Total Cost Per M. Cu. Ft. (Cents)
any	2,173,196,400	$624,069.49	28.72	$744,625.48	34.26
ompany	403,309,322	118,775.85	29.45	130,653.45	32.39
Light Company	267,696,800	86,929.59	32.47	95,622.55	35.72
of New York	87,976,400	24,684.64	28.06	27,153.09	30.86
	2,932,178,922	$854,459.57	29.14	$998,054.57	33.81

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(Account No. 49)
(Exhibit "D," Page 6)

Exhibit "D"
Schedule "5"

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES

During Year 1905.

Pay Ticket No.	Service Extended	Increased From	To	Labor
Hester St. Station				
7,430	2 in.	..	..	$2.75
7,504	2	..	..	2.16
7,503	2	..	..	1.25
7,527	2	..	..	2.83
7,417	1½	..	..	3.20
7,518	..	1 in.	1½ in.	11.45
7,634	..	1¼	1½	9.65
2,457	..	1¼	1½	7.15
2,540	..	1¼	1½	4.50
7,869	..	1¼	1½	8.43
2,594	..	1¼	1½	7.30
7,913	1½	..	..	6.15
7,961	2	..	..	1.25
7,943	..	1¼	1½	9.35
8,501	..	1¼	1½	4.78
7,942	..	1	1½	10.62
8,311	1½	..	..	3.76
8,338	..	1	1½	8.95
8,223	..	1¼	1½	8.18
8,223	..	1	1½	6.20
8,223	..	1¼	1½	4.14
8,223	..	1	1½	7.17
8,223	..	1¼	1½	3.42
8,223	..	1¼	1½	3.80
8,223	..	1¼	1½	5.05
8,223	..	1¼	1½	8.03
8,223	..	1¼	1½	8.51
8,223	..	1¼	1½	6.10
8,223	..	1¼	1½	5.02
8,223	..	1¼	1½	8.60
8,223	..	1¼	1½	5.58
8,223	..	1¼	1½	4.24
8,223	..	1¼	1½	8.95
8,223	..	1¼	1½	4.30
8,223	..	1¼	1½	7.24
8,169	..	1	1½	10.40
8,269	..	1¼	1½	9.86
8,275	..	1¼	2	10.05
7,538	2	..	..	1.79
7,930	..	1	1½	8.49
8,094	..	1	1½	9.23
8,361	..	1¼	1½	5.15
8,384	..	1	1½	6.30
9,136	..	1	1½	5.92
			Carried Forward.....	$277.25

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	*Extended*	*Service Increased From*	*To*	*Labor*	
Hester St. Station, Cont.					
		Brought Forward.....			$277.25
8,909	..	1 in.	1½ in.	4.82	
8,942	..	1	1½	5.90	
8,836	..	¾	1½	5.97	
8,848	..	1	1½	9.49	
8,879	..	¾ & 1¼	1½	7.20	
8,880	..	1¼	1½	8.21	
8,886	..	1¼	1½	2.10	
8,886	..	1¼	1½	1.68	
8,857	..	¾	1½	10.30	
8,859	..	¾ & 1¼	1½	8.83	
10,333	..	1	1½	2.00	
10,334	..	1	1½	4.81	
8,820	..	¾ & 1¼	1½	6.79	
9,766	..	1	1½	8.15	
8,965	..	1	1½	7.38	
3,124	..	¾	1½	3.88	
9,112	..	1¼	1½	6.15	
9,121	..	¾ & 1¼	1½	7.36	
9,114	..	1¼	1½	6.32	
9,118	..	1¼	1½	7.50	
9,222	..	2½	3	13.72	
8,213	..	1	1½	6.88	
9,689	..	1½	2	8.01	
9,664	..	1	1½	6.98	
9,666	..	1¼	1½	9.32	
9,643	..	1	1½	6.50	
9,521	..	1¼	1½	7.53	
3,512	..	1	1½	6.13	
10,017	..	1¼	1½	4.88	
9,995	..	1½	2	7.00	
10,146	..	1¼	1½	7.12	
10,139	..	1	1½	3.50	
10,157	..	1¼	1½	8.31	
3,810	..	1	1½	8.31	
10,093	..	1¼	2	12.86	
3,859	..	1¼	1½	6.38	
3,858	..	1¼	1½	5.50	
10,135	..	1	1½	5.62	
10,174	..	1¼	1½	5.94	
10,232	..	1	1½	5.06	
10,137	..	1¼	1½	6.06	
3,433	..	1¼	1½	7.72	
3,434	..	1	1½	7.65	
9,413	..	1	1½	6.19	
		Carried Forward.....			$575.26

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	Extended	Service Increased From	To	Labor	
Hester St. Station, Cont.					
		Brought Forward.....		$575.26	
9,372	..	1	1½	7.13	
9,404	..	1	1½	10.05	
9,521	..	1¼	1½	8.65	
9,508	..	1	1½	8.05	
					$609.14
66th St. Station.					
4,533	..	1	1½	6.15	
4,771	2 in.	..	..	4.25	
4,797	1½	..	..	5.75	
4,921	3	..	..	12.50	
4,948	1½	..	..	17.95	
5,447	..	1¼	2	8.40	
5,740	1¼	..	..	4.50	
6,038	3	..	..	8.05	
....	1½	..	..	5.65	
6,117	3	..	..	12.37	
6,489	1½	..	..	8.02	
7,524	1½	..	.	2.12	
8,490	2	..	..	12.00	
					107.71
111th St. Station.					
2,090	2	..	..	$5.50	
2,087	2	..	..	2.75	
3,543	2	..	..	8.00	
2,525	2	..	..	5.75	
2,151	2	..	..	3.00	
3,711	2	..	..	4.00	
3,712	2	..	..	4.00	
3,729	1½	..	..	2.88	
3,635	2	..	..	4.38	
3,638	2	..	..	4.38	
3,633	2	..	..	4.38	
3,634	2	..	..	4.38	
3,766	2	..	..	4.00	
3,767	2	..	..	4.00	
3,915	2	..	..	4.00	
3,916	2	..	..	4.00	
3,917	2	..	..	4.00	
3,918	2	..	..	4.00	
3,924	1¼	..	..	.88	
2,015	2	..	..	4.38	
2,016	2	..	..	8.75	
3,969	2	..	..	3.00	
3,970	2	..	..	3.00	
3,632	2	..	..	4.38	
3,636	2	..	..	3.75	
3,637	2	..	..	3.75	
3,639	2	..	..	3.00	
2,082	2	..	..	7.38	
		Carried Forward.....		$119.67	$716.85

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	*Service Extended*	*Increased From*	*To*	*Labor*	
111th St. Station, Cont.					
	Brought Forward.....			$119.67	$716.85
3,640	3 in.	..	..	6.25	
3,166	2	..	..	1.50	
3,167	2	..	..	3.13	
3,168	2	..	..	3.13	
2,944	2	..	..	9.25	
2,943	2	..	..	4.25	
2,822	2	..	..	3.88	
2,804	1½	..	..	8.50	
2,817	2	..	..	4.00	
2,814	2	..	..	4.00	
2,867	1½	..	..	11.50	
2,419	2	..	..	4.38	
2,715	2	..	..	3.00	
2,716	2	..	..	1.50	
2,717	2	..	..	1.50	
2,767	2	..	..	3.00	
2,720	2	..	..	4.00	
2,721	2	..	..	4.00	
2,675	2	..	..	2.12	
2,676	2	..	..	2.12	
2,930	2	..	..	4.50	
4,046	2	..	..	3.88	
4,048	2	..	..	3.88	
2,992	..	4-in. Main	6 in.	13.75	
2,668	2	..	..	1.50	
2,669	2	..	..	1.50	
2,670	2	..	..	1.50	
2,671	..	..	..	1.50	
2,718	2	..	..	1.50	
2,719	2	..	..	1.50	
2,813	2	..	..	2.93	
2,815	2	..	..	2.06	
2,816	2	..	..	3.00	
2,867	1½	..	..	5.75	
2,867	1½	..	..	5.75	
4,047	1½	..	..	2.88	
4,563	2	..	..	4.75	
2,701	..	1½ in.	2	7.50	
4,811	..	1½	2	6.50	
4,741	2	..	..	4.00	
4,742	2	..	..	3.18	
4,800	2	..	..	4.75	
	Carried Forward.....			$292.74	$716.85

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	Service Extended	Increased From	To	Labor	
111th St. Station, Cont.					
	Brought Forward.....			$292.74	$716.85
4,254	2 in.	..	..	1.93	
4,256	2	..	..	1.87	
4,257	2	..	..	1.87	
4,258	2	..	..	2.00	
4,263	2	..	..	1.50	
4,264	2	..	..	2.12	
4,261	2	..	..	1.50	
4,262	2	..	..	1.50	
4,255	2	..	..	1.87	
4,259	2	..	..	2.00	
4,260	2	..	..	1.87	
4,507	2	..	..	3.00	
4,535	2	..	..	3.00	
4,634	2	..	..	3.00	
4,799	2	..	..	6.00	
4,736	2	..	..	2.18	
4,737	2	..	..	2.18	
4,738	2	..	..	2.18	
4,739	2	..	..	2.18	
4,840	1½	..	..	2.88	
4,841	2	..	..	2.19	
4,842	2	..	..	3.63	
4,843	2	..	..	2.19	
4,844	2	..	..	3.63	
5,376	2	..	..	2.19	
5,377	2	..	..	2.19	
5,378	2	..	..	4.37	
4,872	2	..	..	1.94	
4,873	2	..	..	3.88	
4,874	2	..	..	1.94	
5,130	2	..	..	3.00	
5,146	2	..	..	3.00	
5,176	2	..	..	3.00	
5,177	2	..	..	2.25	
5,183	2	..	..	4.50	
5,447	3	..	..	1.88	
5,098	2	..	..	2.75	
4,980	1½	..	..	4.75	
4,920	2	..	..	3.25	
5,180	2	..	..	3.00	
5,181	2	..	..	1.50	
5,182	2	..	..	1.50	
5,179	2	..	..	2.25	
	Carried Forward.....			$404.15	$716.85

Exhibit "D"
Schedule "5." Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	*Service Extended*	*Increased From*	*To*	*Labor*	
111th St. Station, Cont.					
	Brought Forward.....			$404.15	$716.85
5,184	2 in.	..	..	3.88	
5,375	2	..	..	2.37	
5,379	2	..	..	2.37	
5,489	1½	..	..	4.37	
5,490	1½	..	..	2.19	
5,495	1½	..	..	2.19	
5,540	2	..	..	2.00	
5,659	2	..	..	2.00	
5,658	2	..	..	2.88	
5,660	2	..	..	2.88	
5,690	1½	..	..	4.00	
5,590	2	..	..	2.88	
5,591	2	..	..	2.88	
5,471	3	..	..	3.25	
5,390	2	..	..	2.75	
5,391	2	..	..	2.75	
5,403	2	..	..	2.75	
5,404	2	..	..	2.75	
5,466	3	..	..	3.00	
5,467	3	..	..	1.94	
5,753	2	..	..	6.00	
5,821	2	..	..	4.00	
5,688	2	..	..	8.00	
5,588	2	..	..	2.88	
5,593	2	..	..	2.88	
6,257	3	..	..	3.75	
6,258	3	..	..	4.25	
5,898	3	..	..	3.25	
5,880	1½	..	..	7.50	
5,897	2	..	..	3.63	
6,068	3	..	..	4.19	
6,139	1½	..	..	3.75	
5,934	2	..	..	4.00	
5,706	2	..	..	6.50	
6,259	1½	..	..	4.50	
6,202	2	..	..	2.37	
6,203	2	..	..	2.13	
6,204	2	..	..	1.50	
6,114	2	..	..	3.00	
6,115	2	..	..	3.00	
5,941	2	..	..	4.12	
5,942	2	..	..	4.12	
5,997	3	..	..	6.00	
6,127	2	..	..	3.75	
	Carried Forward.....			$559.30	$716.85

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	Service Extended	Increased From	To	Labor	
111th St. Station, Cont.					
	Brought Forward.....			$559.30	$716.85
6,170	2 in.	..	..	4.50	
6,171	2	..	..	4.25	
6,172	2	..	..	4.75	
6,423	2	..	..	4.00	
6,333	3	..	..	6.00	
6,255	2	..	..	4.00	
6,298	2	..	..	3.00	
6,299	2	..	..	3.00	
6,294	2	..	..	4.00	
6,460	2	..	..	6.25	
6,616	1½	..	..	5.50	
6,503	2	..	..	3.00	
6,505	2	..	..	3.00	
6,506	2	..	..	3.00	
6,547	3	..	..	9.38	
6,501	2	..	..	3.00	
6,507	2	..	..	3.00	
6,201	3	..	..	3.75	
6,546	2	..	..	3.75	
6,542	1½	..	..	4.00	
6,434	2	..	..	2.25	
6,435	2	..	..	2.25	
6,436	2	..	..	2.25	
6,437	2	..	..	2.25	
6,465	2	..	..	3.75	
6,466	2	..	..	4.00	
6,432	2	..	..	2.25	
6,433	2	..	..	2.25	
6,456	2	..	..	2.25	
6,457	2	..	..	2.25	
6,276	1¼	..	..	4.00	
6,173	2	..	..	3.00	
6,347	2	..	..	3.00	
6,975	2	..	..	3.00	
7,003	2	..	..	3.75	
7,004	2	..	..	3.75	
6,891	2	..	..	1.06	
6,892	2	..	..	3.00	
6,893	2	..	..	1.50	
6,739	2	..	..	4.00	
6,740	2	..	..	4.00	
6,758	2	..	..	4.00	
6,760	2	..	..	4.00	
6,942	2	..	..	3.25	
	Carried Forward.....			$715.49	$716.85

Exhibit "D"
Schedule "5." Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	*Service Extended*	*Increased From*	*To*	*Labor*	
111th St. Station, Cont.					
	Brought Forward.....			$715.49	$716.85
6,946	2 in.	..	..	3.25	
6,826	..	4-in. Main	6 ins.	33.75	
7,517	1½	..	..	6.13	
7,287	1½	..	..	2.88	
7,288	1½	..	..	2.88	
7,280	2	..	..	5.25	
7,456	2	..	..	3.00	
7,457	2	..	..	3.00	
7,086	2	..	..	4.00	
7,087	2	..	..	4.00	
7,154	2	..	..	6.00	
7,155	2	..	..	6.00	
6,943	2	..	..	4.00	
6,944	2	..	..	4.00	
6,947	2	..	..	3.87	
7,625	1½	..	..	4.38	
7,422	2	..	..	3.00	
7,473	2	..	..	3.00	
7,125	2	..	..	3.00	
7,126	2	..	..	3.00	
7,077	2	..	..	4.63	
7,120	2	..	..	3.50	
7,132	2	..	..	3.50	
7,168	2	..	..	3.13	
7,090	2	..	..	4.38	
7,092	2	..	..	2.75	
7,075	2	..	..	3.00	
7,083	2	..	..	4.25	
7,084	2	..	..	4.25	
7,088	2	..	..	4.00	
7,091	2	..	..	4.00	
7,193	2	..	..	2.81	
7,089	2	..	..	4.00	
7,094	2	..	..	4.00	
7,291	2	..	..	14.75	
8,334	1½	..	..	6.00	
7,944	2	..	..	1.06	
7,945	2	..	..	2.50	
7,946	2	..	..	2.63	
7,947	2	..	..	2.50	
7,949	2	..	..	1.56	
7,651	2	..	..	3.68	
7,653	2	..	..	2.25	
	Carried Forward.....			$913.01	$716.85

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	*Service Extended*	*Increased From*	*To*	*Labor*	
111th St. Station, Cont.					
		Brought Forward.....		$913.01	$716.85
7,652	2 in.	..	..	2.68	
7,658	2	..	..	3.24	
8,319	..	..	6-in. Main	5.00	
8,320	..	..	6-in. Main	5.00	
7,863	3	..	..	3.75	
7,864	3	..	..	3.75	
7,900	3	..	..	4.75	
7,901	3	..	..	2.75	
7,860	3	..	..	4.75	
7,862	3	..	..	5.25	
7,588	2	..	..	4.00	
8,168	2	..	..	4.00	
8,379	2	..	..	3.75	
8,380	1½	..	..	5.75	
7,964	3	..	..	3.75	
7,965	3	..	..	5.00	
8,134	2	..	..	5.00	
9,170	2	..	..	4.62	
8,619	2	..	..	3.00	
8,024	3	..	..	4.00	
8,848	2	..	..	1.50	
8,849	2	..	..	3.00	
7,925	2	..	..	3.88	
8,418	2	..	..	2.81	
8,458	2	..	..	2.81	
7,431	2	..	..	2.50	
7,828	2	..	..	2.00	
7,829	2	..	..	2.00	
8,171	2	..	..	2.45	
8,508	2	..	..	2.45	
8,518	2	..	..	2.50	
8,145	2	..	..	3.00	
8,369	1½	..	..	4.06	
8,370	1½	..	..	4.06	
8,277	2	..	..	4.00	
8,278	2	..	..	4.00	
8,461	3	..	..	3.63	
8,462	3	..	..	4.75	
8,463	3	..	..	3.75	
8,456	2	..	..	4.00	
8,457	2	..	..	4.00	
8,539	2	..	..	2.31	
7,985	2	..	..	3.00	
		Carried Forward.....		$1,069.26	$716.85

Exhibit "D"
Schedule "5," Cont.

SERVICES EXTENDED AND INCREASED CHARGED TO OPERATING EXPENSES—*Continued.*

Pay Ticket No.	Extended	Service Increased From	To	Labor	
111th St. Station, Cont.					
	Brought Forward.....			$1,069.26	$716.85
8,904	2 in.	..	..	2.50	
8,905	2	..	..	2.50	
8,906	2	..	..	3.00	
8,467	3	..	..	6.75	
8,955	2	..	..	2.88	
8,956	2	..	..	1.47	
8,957	2	..	..	1.47	
8,618	2	..	..	3.00	
8,976	2	..	..	3.00	
8,616	2	..	..	3.00	
8,617	2	..	..	3.00	
8,978	2	..	..	1.44	
8,979	2	..	..	1.44	
8,980	2	..	..	1.44	
8,981	2	..	..	1.44	
7,578	2	..	..	1.56	
7,579	2	..	..	1.56	
8,144	2	..	..	3.25	
9,052	2	..	..	1.50	
9,075	2	..	..	1.50	
9,076	2	..	..	1.50	
9,077	2	..	..	1.50	
9,098	2	..	..	2.50	
9,099	2	..	..	2.50	
9,195	3	..	..	5.50	
9,156	2	..	..	1.50	
9,157	2	..	..	1.50	1,133.46
					$1,850.31

Exhibit "D"
Schedule "6"

(Account No. 58)
(Exhibit "D," Page 8)

EXPENSES IN CONNECTION WITH LEGISLATIVE INVESTIGATION, CHARGED TO EXPENSE ACCOUNT, TAKEN EXCEPTION TO.

Year ended December 31, 1905.

Date Paid 1905	*Voucher No.*	*Paid to*	*Amount*
Mch. 18	211	G. M. Shotwell	$94.00
Apl. 24	211	C. Burgoyne	1,823.80
Apl. 26	211	Beardsley & Herman	250.00
Apl. 20	211	Cash	51.25
Apl. 27	211	Cash	348.65
Apl. 30	211	Cash	.45
May 1	211	New York Cab Co., Ltd	29.00
May 23	264	H. M. Brandage	250.00
May 23	264	W. R. Addicks	2,500.00
May 23	264	R. A. Carter	2,000.00
May 23	264	Benj. Whiteley	1,500.00
May 23	264	G. H. Church	1,000.00
May 23	264	Harmon & Mathewson	5,000.00
May 4	264	Cash	6.90
May 11	264	Cash	368.18
May 11	264	Louis Sherry	159.64
May 11	292	C. G. Burgoyne	51.70
May 31	294	W. H. H. Hull & Co	10,593.71
May 12	298	C. G. Burgoyne	542.50
May 12	298	C. G. Burgoyne	68.25
May 13	298	C. G. Burgoyne	381.50
May 31	88	General Suspense	*27,019.53
July 1	357	General Suspense	33,084.96
July 1	388	C. G. Burgoyne	130.27
July 2	388	C. G. Burgoyne	69.43
July 2	388	C. G. Burgoyne	203.37
July 10	399	Clarence Burgoyne	49.82
July 31	419	A. O. Whitz	34.90
		Sundry Debtors	*812.45
Sept. 30	553	C. G. Burgoyne	44.99
Sept. 28	540	Chas. F. Mathewson	873.40
Oct. 31	553	Sherman & Sterling	10,000.00
Oct. 31	167	General Suspense	1,003.20
Oct. 31	167	General Suspense	*2,063.81
Oct. 31	168	General Suspense	51.67
Dec. 29	206	Legal Expense	*23,477.40
Dec. 31	227	Suspense Account	8,912.78
Dec. 31	227	Suspense Account	94.83
Dec. 29	227	Expense Account	*5,399.20
Dec. 31	221	Suspense Account, State Gas Commission	2,870.43
			$25,671.74

*Red Ink in Original.

(Account No. 58)
(Exhibit "D," Page 8)

Exhibit "D"
Schedule "7"

EXTRAORDINARY EXPENSES CHARGED TO GENERAL OFFICE—TAKEN EXCEPTION TO.

For Year 1905.

No.	*Goods Supplied By*	*Order No.*	*Items Taken Exception To*	*Amount Rejected*
330	Bausch & Lamb Optical Co.....	22.028	1 No. 6 10 x 12 Zeiss lens.....	$85.50
768	National Civic Federation.....	.....	Subscription to National Civic Federation.....	500.00
836	C. G. Burgoyne.....	.....	Stenographic work, etc.....	499.50
842	C. G. Burgoyne.....	.....	Stenographic work, etc.....	150.00
1043	A. C. Uhlitz	.....	Cost of fitting up new office, 44 Wall Street.....	369.21
				$1,604.21

(Account No. 58)
(Exhibit "D," Page 8)

Exhibit "D"
Schedule "8."

CLAIMS FOR DAMAGES PAID CHARGED TO OPERATING—TAKEN EXCEPTION TO.

For Year 1905.

Date Paid 1905	*Claimant*	*Date of Accident*	*Cause of Accident*	*Amount Paid*
June 9	August Hartcom.	Dec. 13, 1898	Explosion at erection of holder at 21st Street..	$720.00
June 9	Max Fischer.....	Dec. 13, 1898	Explosion at erection of holder at 21st Street..	1,080.00
June 21	Michael Duerr...	Dec. 13, 1898	Explosion at erection of holder at 21st Street..	2,000.00
				$3,800.00

APPENDIX "1."

INSURANCE CARRIED FOR YEAR 1905.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
Fourteenth Street Station:						
Building A	Purifiers, Meters, Boilers	$30,000.00	$50,000.00			
B	Valve House	850.00	1,000.00			
C	Office	5,000.00	700.00			
Ca	Tin Shop and Storage	3,000.00	500.00			
D	Engine and Boiler House	3,200.00	8,600.00			
E	Tools	4,000.00	12,000.00			
E1	Exhauster and Engine	700.00	4,000.00			
F	Smith and Carpenter Shop	3,750.00	4,800.00			
F1	Water Condensers	4,250.00	29,000.00			
H	Washer Scrubbers	800.00	6,000.00			
H1	Scrubbers	56,000.00	....			
J	Air Condenser	4,500.00	16,000.00			
K	Retorts	42,900.00	264,000.00			
L	**Coke House	21,500.00	....			
M	Gas Engine House	1,000.00	2,400.00			
N	Boiler House	700.00	500.00			
P	Storage Shed	400.00	1,200.00			
R	Boiler and Exhauster House	6,500.00	10,000.00			
R1	Oil House	100.00	50.00			
T	And Tanks	5,000.00	1,830.00			
T1	Storage Sheds	400.00	3,500.00			
T2	Weigh Office	300.00	200.00			
T	Clay Mill Storage	1,700.00	2,500.00			
U	Stable	3,250.00	3,700.00			
V	Boiler House	700.00	100.00			
V1	Scale House	1,000.00	400.00			
W	Storage Shed	900.00	500.00			
W1	Storage Shed	900.00	1,000.00			
X	Boiler House	200.00	200.00			
Y	Valve House	100.00	250.00			
Z	Boiler House	500.00	1,000.00			
Coal House 1		50,000.00	27,200.00			
Coal Storage A1		3,500.00	78,200.00			
Coal Elevator 1		10,000.00	....			
Coke Storage B1		2,000.00	3,515.00			
Coke Storage C1		2,500.00	13,845.00			
		$272,100.00	$548,690.00	820,790.00	*.75	5,540.34
	Carried forward			$820,790.00		5,540.34

** Includes Coal Hoist and transfer to Coal Pockets.

* Less 10%.

INSURANCE CARRIED FOR YEAR 1905—Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought forward			$820,790.00		5,540.34
Fourteenth Street Station, Continued:						
Holder No. 1		$21,000.00	....			
No. 2		21,000.00	....			
No. 3		21,000.00	....			
No. 4		21,000.00	....			
No. 5		21,000.00	....			
No. 6		21,000.00	....			
No. 7		195,000.00	....			
No. 8		15,600.00	....			
No. 9		15,600.00	....	352,200.00	*.60	1,901.88
Eighteenth Street Station:						
Building A1	Sheds	300.00	500.00			
B	Exhauster & Valve House	5,000.00	7,000.00			
C	Valve House	800.00	700.00			
D	Boiler House	1,000.00	2,500.00			
F	Stable and Wagons	6,000.00	8,220.00			
G	Wagon Paint Shop and Tools	1,900.00	1,000.00			
G1	Building over Holders Nos. 6 & 7	65,040.00	....			
H	Purifying and Meter House:	48,770.00	78,020.00			
I	Office	18,067.00	8,200.00			
J	Shops, Boiler and Engine House	22,659.00	42,630.00			
N	Hoisting Engine House	1,251.00	1,556.00			
V	Condenser House	7,800.00	41,053.00			
V	Air Condenser	14,584.00	....			
V1	Valve House	48.00	250.00			
V2	Valve House	48.00	250.00			
W	Scrubbers	56,000.00	....			
Coal Elevators 3 & 4		6,910.00	....			
Coke Storage N1		....	32,906.00			
		$256,177.00	224,785.00	480,962.00	*.75	3,246.50
Holder No. 2		$15,300.00	....			
No. 3		15,300.00	....			
No. 4		15,600.00	....			
No. 5		15,600.00	....			
No. 6		12,240.00	....			
No. 7		12,240.00	....			
				86,280.00	*.60	465.91
	Carried forward			$1,740,232.00		11,154.63

* Less 10%.

APPENDIX "I"—Cont.

INSURANCE FOR YEAR 1905—Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought forward			$1,740,232.00		11,154.63
Twenty-first Street Station:						
Building A	Storage and Stove Repairs	$10,000.00	170,000.00			
Aa	Fitting Shop	20,000.00	5,000.00			
Ab	Dwelling	8,000.00	....			
Ac	Pump House	150.00	500.00			
B	Meter and Stove Repair	20,000.00	39,000.00			
B2	Stove Repair Shop	6,000.00	24,000.00			
C	Boiler House	3,500.00	2,500.00			
D	Valve House	800.00	2,000.00			
E	Valve House	1,500.00	3,500.00			
F	Valve House	500.00	1,000.00			
G	Tinsmith Shop	1,500.00	800.00			
G1	Storage	100.00	300.00			
G2	Paint Shop	100.00	200.00			
H	Retorts	38,000.00	103,960.00			
H	Generators	47,500.00	308,365.00			
H1	Smith Shop	2,740.00	1,000.00			
H2	Machine and Carpenter Shop	2,100.00	6,500.00			
H4	Exhausters	8,120.00	36,150.00			
H5	Pipe and Fittings	2,040.00	6,680.00			
J	Valve House	500.00	750.00			
K	Office	13,150.00	5,000.00			
N	Pump House	1,000.00	3,420.00			
O	Meter House	10,000.00	40,000.00			
P	Dwelling	18,000.00	....			
R	Purifying House No. 1	25,000.00	38,000.00			
S	Pur. Materials & S. Scrubbers	3,000.00	25,000.00			
T	Condensers and Scrubbers	25,000.00	40,000.00			
U	Purifying House No. 2	25,000.00	28,000.00			
V	Storage	20,000.00	3,500.00			
W	Exhauster and Engine House	10,000.00	21,500.00			
X	Dwelling	8,000.00	....			
Y	Dwelling	8,000.00	....			
Z	Stable	15,000.00	20,000.00			
Coal House No. 1		24,000.00	42,190.00			
Coal Shed No. 2		15,000.00	19,700.00			
Coal Shed No. 3		15,000.00	28,250.00			
Coal Shed No. 4		15,000.00	27,615.00			
Coal Shed No. 5		15,000.00	5,000.00			
Coal Storage C1		....	96,033.00			
Coal Storage C2		....	26,650.00			
Tanks Ac	In Building "H"	10,700.00	8,100.00			
Tanks Ad	In Yard	6,000.00	435.00			
Tanks Af	In Yard	3,000.00	2,265.00			
	Carried forward	$458,000.00	1,092,865.00	1,740,232.00		11,154.63

INSURANCE CARRIED FOR 1905, Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought forward	$458,000.00	1,092,865.00	1,740,232.00		11,154.63
Twenty-first Street Station, Continued:						
Water Tower No. 1		2,500.00	....			
Tar Tanks No. 2		700.00	785.00			
Tar and Water Tanks No. 3		500.00	....			
Tar and Water Tanks No. 4		500.00	....			
		$462.2 00.00	1,093,650.00	1,555,850.00	*.75	10,502.00
Holder No. 1		$24,000.00	....			
No. 2		24,000.00	....			
No. 3		17,000.00	....			
No. 4		24,000.00	....			
No. 5		24,000.00	....			
No. 6		9,000.00	....			
No. 7		90,000.00	....			
				212,000.00	*.60	1,144.80
Forty-second Street Station:						
Building A	Valve House	$1,500.00	2,500.00			
B	Meter House	500.00	2,000.00			
C	Purifying House	4,000.00	31,500.00			
C1	Engine Meter Office	15,000.00	20,000.00			
D	Retort House No. 1	42,450.00	177,500.00			
E	Retort Houses, Nos. 2, 3 & 4	31,250.00	88,000.00			
E1	Condensers and Scrubbers	10,500.00	38,600.00			
F1	Stable	6,700.00	1,500.00			
F2	Stable	2,000.00	1,000.00			
F3	Feed House	1,000.00	....			
F4	Harness House	400.00	....			
H	Scale House	300.00	200.00			
L	Boiler and Engine House	2,500.00	9,100.00			
O	Purifier	200.00	2,000.00			
P	Pump House	100.00	750.00			
V	Vaults	12,000.00	9,000.00			
Trestle, etc., T	On part of Trestle beginning at westerly end at Dock and extending to a point opposite Pump House "P"	5,520.00	....			
T	On remainder of Trestle	16,480.00	....			
Tank No. 1		3,300.00	3,000.00			
No. 2		1,470.00	345.00			
No. 3		6,000.00	2,265.00			
No. 4		1,800.00	330.00			
No. 5		350.00	75.00			
	Carried forward	$165,320.00	389,665.00	3,508,082.00		22,801.43

* Less 10%.

INSURANCE CARRIED FOR 1905, Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought Forward	$165,320.00	389,665.00	3,508,082.00		22,801.43
Forty-second Street Station, Continued:						
Tanks G	....	4,500.00	760.00			
Coal Shed No. 1.....	....	20,000.00	15,300.00			
Coal Shed No. 2.....	....	30,000.00	14,500.00			
Coal Storage J.....	....	....	9,180.00			
Coal Storage K.....	....	....	6,800.00			
Coal Storage R.....	....	....	7,990.00			
Building R1.....	Scales and Covering	300.00	....			
D1	Scales and Covering	300.00	....			
Coke Storage N.....	....	....	5,275.00			
Coke Storage M.....	....	....	1,055.00			
Docks, Cribs, etc., D2.....	....	35,920.00	....			
		$256,340.00	450,525.00	706,865.00	*.75	4,771.35
Holder No. 1	....	15,000.00	....			
No. 2	....	15,000.00	....			
No. 3	....	15,000.00	....			
No. 4	....	$15,000.00	....			
No. 5	....	1,000.00	....	61,000.00	*.60	329.40
Forty-fourth Street Station:						
Building A.....	Valve House	$1,000.00	6,000.00			
B	Stoves	500.00	50.00			
C.....	Carpenter Shop	1,500.00	500.00			
D	Dwelling	1,500.00	....			
E	Dwelling	5,000.00	....			
F	Dwelling	5,000.00	....			
G	Dwelling	5,000.00	....			
H	Lumber Shed	1,000.00	200.00			
I	Purifying House	20,000.00	30,000.00			
I2	Office, Meters	15,000.00	11,000.00			
J	Condensers and Scrubbers	9,000.00	21,500.00			
J1	Engines, Exhausters, Blowers ..	18,600.00	20,000.00			
J2	Generators	18,000.00	110,000.00			
K	Retorts	21,000.00	37,700.00			
K1	Air Condensers	6,000.00	....			
Coal Hoist L.....	Including House, Car and Trestle	3,500.00	....			
L2	Scrubbers	4,000.00	....			
N	Pump House	1,400.00	4,295.00			
O	Exhauster and Boiler House....	1,500.00	3,400.00			
P	Purifiers, Meter, Storage	16,000.00	15,000.00			
	Carried Forward	$154,500.00	258,645.00	4,275,947.00		27,902.18

* Less 10%.

INSURANCE CARRIED FOR 1905, Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
Brought Forward		$154,500.00	$258,645.00	$4,275,947.00		$27,902.18
Forty-fourth Street Station, Continued:						
Building R	Stable	5,500.00	8,180.00			
S	Tools	1,200.00	2,000.00			
T	Storage	1,400.00	700.00			
V	Smith Shop	300.00	1,000.00			
W	Pump House	150.00	800.00			
Coal Shed No. 1		10,000.00	17,600.00			
Coal Storage X		....	825.00			
Coal Yard No. 2		....	6,600.00			
Coal Yard No. 3		....	5,280.00			
Building O1	Purifying Material	1,800.00	1,800.00			
Water Condenser K2		14,100.00	....			
Building M	Pumps and Tanks	6,500.00	1,085.00			
Tanks M1	Separators	5,500.00	....			
Building U	Tanks and Filter Press	8,900.00	3,525.00			
Water Tower No. 1	Including Tank	3,000.00	2,000.00			
Tank No. 8		4,800.00	4,500.00			
Tank No. 9		4,800.00	4,500.00			
Building L1	Mixer House	100.00	350.00			
Crib, 400 ft. C2		30,000.00	....			
		$252,550.00	319,390.00	571,940.00	*.75	3,860.60
Holder No. 1		$22,500.00	....			
No. 2		22,500.00	....			
No. 3		22,500.00	....			
No. 4		22,500.00	....			
No. 5		120,000.00	....			
No. 6		7,500.00	....			
No. 7		7,500.00	....			
				225,000.00	*.60	1,215.00
Sixty-third Street Station:						
Building A	Office, Engine and Boiler House.	$7,000.00	7,200.00			
B	Valve House	500.00	2,000.00			
C	Storage Sheds	200.00	100.00			
D	School House	4,000.00	....			
E	Dwelling	4,000.00	....			
		$15,700.00	9,300.00	25,000.00	*.75	168.75
Holder No. 1		$19,500.00	....			
No. 2		19,500.00	....			
No. 3		180,000.00	....			
				219,000.00	*.60	1,182.60
Carried Forward		.....		$5,316,887.00		$34,329.13

* Less 10%.

INSURANCE CARRIED FOR YEAR 1905, Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought Forward			$5,316,887.00		$34,329.13
Sixty-fifth Street Station:						
Building A	Engine and Valve House	$750.00	$4,000.00			
B	Boilers, Engine and Valve House	11,200.00	13,000.00			
C	Storage	150.00	200.00			
D	Watchman's Office	200.00	25.00			
E	Blacksmith Shop	100.00	100.00			
F	Emergency Wagon House and Shed	1,500.00	1,000.00			
G	Oil House	40.00	130.00			
J	Meter and Stove Repair Shop	31,300.00	20,700.00			
		$45,240.00	$39,155.00	84,395.00	*.75	569.67
Holder No. 1		$19,500.00	....			
No. 2		19,500.00	....			
No. 3		19,500.00	....			
No. 4		19,500.00	....			
No. 5		18,000.00	....			
No. 6		18,000.00	....			
No. 7		240,000.00	....			
No. 8		240,000.00	....			
				594,000.00	*.60	3,207.60
Ninety-ninth Street Station:						
Building A	Engine House	$7,500.00	$13,000.00			
A1	Boilers, Retorts, etc.	22,600.00	45,450.00			
A2	Generators	8,800.00	63,000.00			
A3	Air and Water Condenser	11,000.00	....			
A4	Hot Scrubbers	3,000.00	....			
C	Office	7,000.00	2,000.00			
D	Meter House	5,600.00	15,000.00			
E	Purifier and Lime House	17,200.00	18,600.00			
F	Valve House	50.00	500.00			
G	Valve House	50.00	500.00			
H	Valve House	50.00	500.00			
I	Valve House	50.00	500.00			
J	Valve House	50.00	500.00			
K	Condenser and Scrubber House	3,800.00	15,000.00			
L	Exhauster House	3,000.00	4,000.00			
Tank M	Tar Separator	5,000.00	....			
Tank N		15,000.00	6,800.00			
Tank N2		900.00	260.00			
Tank N3		700.00	....			
Building O	Dwelling	3,500.00	....			
P	Scrubber	1,500.00	....			
Tank 2		700.00	750.00			
	Carried Forward	$117,050.00	$186,360.00	$5,995,282.00		$38,106.40

* Less 10%.

INSURANCE CARRIED FOR YEAR 1905, Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought Forward	$117,050.00	$186,360.00	$5,995,282.00		$38,106.40
Ninety-ninth Street Station. Continued:						
Building C1	Scale House	75.00	225.00			
N4	Filter Press Shed	175.00	1,750.00			
Coal Shed No. 1		8,000.00	7,210.00			
Coal Storage R		....	13,200.00			
Coal Storage R1		....	5,610.00			
Coal Storage R2		....	44,000.00			
Coke Storage R3		....	50.00			
Coal Storage R4		....	1,050.00			
Coal Storage R5		....	485.00			
Coke Storage R6		....	50.00			
Bulkhead		6,075.00	....			
		$131,375.00	$259,990.00	391,365.00	*.75	2,641.71
Holder No. 1		$18,000.00	....			
No. 2		36,000.00	....			
No. 3		36,000.00	....			
No. 4		6,000.00	....			
				96,000.00	*.60	518.40
One Hundred and Eleventh Street Station:						
Building A	Office	$6,500.00	2,000.00			
Coal Storage A1		....	55.00			
Building B	Exhauster House	26,000.00	26,500.00			
C	Boiler House	4,000.00	6,000.00			
Coal & Coke Storage C1		....	555.00			
Building D	Hoisting Engine House	150.00	400.00			
E	Scale House	350.00	200.00			
F	Stable	6,000.00	10,000.00			
L		....	1,000.00			
M		....	1,500.00			
N		....	6,500.00			
Coal Shed		....	1,000.00			
Bulkhead & Platform		14,850.00	....			
		$57,850.00	$55,710.00	113,560.00	*.75	766.53
Holder No. 1		$295,000.00	....			
No. 2		295,000.00	....	590,000.00	*.60	3,186.00
	Carried Forward			$7,186,207.00		$45,219.04

* Less 10%.

INSURANCE CARRIED FOR YEAR 1905, Continued.

Property	Description	Amount on Buildings	Amount on Contents	Total	Rate	Premium
	Brought Forward			$7,186,207.00		$45,219.04
Inwood Station:						
Building A.....	Engine and Exhauser House.....	$3,000.00	$2,000.00	5,000.00	*.75	33.75
Holder No. 1.....	....	3,600.00	....	3,600.00	*.60	19.44
Third Avenue & 114th Street:						
Building A.....	....	$16,000.00	2,000.00			
B	....	11,500.00	3,000.00			
C	....	3,500.00	5,000.00			
		$31,000.00	$10,000.00	41,000.00	*.75	276.75
Elizabeth and Hester Streets:						
Building A.....	....	$20,000.00	$10,000.00			
		8,000.00	4,000.00			
		$28,000.00	$14,000.00	42,000.00	*.75	283.50
1981 Amsterdam Avenue:	Machinery, Tools, Pipe and Fittings, Furniture and Fixtures..	....	$2,500.00	2,500.00	.55	13.75
107-117 West 41st Street:	....	....	5,000.00	5,000.00	.069	30.45
503 East 114th Street:	Horses, Vehicles, Harness, Stable Equipment, Feed	....	6,190.00	6,190.00	*1.05	58.50
439-41 West 18th Street:	Automobiles	....	1,900.00	1,900.00	1.00	19.00
133-5 Amsterdam Avenue:	Horses, Carriages, etc.	....	625.00	625.00	*1.45	8.16
139 West 125th Street:	....	....	2,500.00	2,500.00	*1.095	24.05
2-4 Irving Place:	Building	75,000.00	....	75,000.00	*1.41	951.75
2-4 Irving Place:	Furniture and Fixtures	....	10,000.00	10,000.00	*1.63	146.70
128 East 15th Street:	Building	3,000.00	....	3,000.00	*1.35	36.45
128 East 15th Street:	Contents.....	....	2,000.00	2,000.00	*1.90	34.20
128 East 15th Street:	Automobile	....	2,200.00	2,200.00	*1.90	37.62
Floater.				2,000.00	3%	60.00
				$7,350,722.00		$47,253.71

* Less 10%.

RECAPITULATION OF INSURANCE CARRIED FOR YEAR 1905.

Property	Description	Building and Contents	Holders	Total	Rate	Premium
14th Street Station:	....	$820,790.00	$352,200.00			
18th Street Station:	....	480,962.00	86,280.00			
21st Street Station:	....	1,555,850.00	212,000.00			
42nd Street Station:	....	706,865.00	61,000.00			
44th Street Station:	....	571,940.00	225,000.00			
63rd Street Station:	....	25,000.00	219,000.00			
65th Street Station:	....	84,395.00	594,000.00			
99th Street Station:	....	391,365.00	96,000.00			
111th Street Station:	....	113,560.00	590,000.00			
Inwood Station:	....	5,000.00	3,600.00			
Third Avenue and 114th Street:	....	41,000.00	....			
Elizabeth and Hester Streets:	....	42,000.00	....			
				$4,838,727.00	*.75	$32,661.45
				2,439,080.00	*.60	13,171.03
				7,277,807.00		45,832.48
1911 Amsterdam Avenue:	Machinery, Tools, Pipe & Fittings, Furniture & Fixtures....	....	$2,500.00	2,500.00	.55	13.75
107-117 West 41st Street:	....	....	5,000.00	5,000.00	.609	30.45
503 East 114th Street:	Horses, Vehicles, Harness, Stable Equipment, Feed	....	6,190.00	6,190.00	*1.05	58.50
439-41 W. 18th Street:	Automobiles	....	1,900.00	1,900.00	1.00	19.00
133-5 Amsterdam Avenue:	Horses, Carriages, etc.	....	625.00	625.00	*1.45	8.16
139 West 125th Street:	....	....	2,500.00	2,500.00	*1.095	24.65
2-4 Irving Place:	Building	75,000.00	....	75,000.00	*1.41	951.75
2-4 Irving Place:	Contents, Furniture & Fixtures..	....	10,000.00	10,000.00	*1.63	146.70
128 East 15th Street:	Building	3,000.00	....	3,000.00	*1.35	36.45
128 East 15th Street:	Contents	....	2,000.00	2,000.00	*1.90	34.20
128 East 15th Street:	Automobile	....	2,200.00	2,000.00	*1.90	37.62
Floater.	.....	....	....	2,000.00	3%	60.00
				$7,390,722.00		$47,253.71

* Less 10%.